MICHAEL C. CASSIDY

DISTRICT ATTORNEY
31ST JUDICIAL DISTRICT
STATE OF LOUISIANA
POST OFFICE BOX 1388
JENNINGS, LOUISIANA 70546
TELEPHONE (337) 824-1893
FAX (337) 824-3311

BENNETT R. LAPOINT
ASSISTANT DISTRICT ATTORNEY
KEVIN D. MILLICAN
ASSISTANT DISTRICT ATTORNEY
STACEY C. NAQUIN
ASSISTANT DISTRICT ATTORNEY

DAVID P. BRUCHHAUS
ASSISTANT DISTRICT ATTORNEY
CHRIS A. MYERS
INVESTIGATIVE ASSISTANT

June 24, 2014

Federal Communications Commission
445 12th Street Southwest
Washington, DC 20536

RE: Jefferson Davis Parish School District
Appeal/Request Waiver - CC Docket No. 02-6

Dear Sirs:

Enclosed herein is a petition from the Jefferson Davis Parish School Board appealing the findings in the Funding Commitment Decision Letters from USAC, and further requesting a waiver of any potential rule violations. As the legal advisor for the school board, please know that we want to cooperate with you and provide any further information necessary to promptly resolve this matter.

I appreciate your consideration in this matter. If you have any questions, please do not hesitate to call.

Sincerely,

MICHAEL C. CASSIDY
DISTRICT ATTORNEY

MCC/cc

cc: USAC

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of	)	
	)	CC Docket No. _____
Schools and Libraries	)	
Universal Service Support Mechanism	)	
	)	

PETITION FOR THE WAIVER OF E-RATE RULES CONCERNING:

* FAILURE TO INDICATE INTENT TO ENTER INTO A MULTI-YEAR CONTRACT WITH VOLUNTARY CONTRACT EXTENSIONS ON FORM 470 #205520000543782 POSTED ON AUGUST 31, 2005 (BOXES NOT CHECKED)

PETITION FOR APPEAL OF UNIVERSAL SERVICE ADMINISTRATIVE COMPANY (USAC) DECISION CONCERNING:

* APPLICANT SIGNED ADDENDUMS TO INITIAL CONTRACT WHICH ALLEGEDLY MADE SIGNIFICANT CHANGES TO THE INITIAL CONTRACT

Filed by the Jefferson Davis Parish School District Entity #139257

The Jefferson Davis Parisb Scbool District (District) is in receipt of four (4) Commitment Adjustment Letters (COMAD) dated May 12, 2014, from USAC. The May 12, 2014 letters outline violations related to Form 470 #20550000543782 for Internet Access and the resulting Internet Access Agreement between the District and DETEL Wireless, LLC (see appendix A and B), as well as alleged "significant changes" made to the contract over a four year period of time.

The COMAD letters indicate that E-RATE funds are being rescinded for Fund years 2008, 2009, 2010, and 2012, because "the cited FCC Form 470 did not indicate your intent to enter into a multi-year contact for the services". The COMAD letters further allege that "significant cbanges" to the initial contract were made (See Appendix A).

The District inadvertently failed to check two boxes on Form 470 #205520000543782 to indicate a multi-year contract with voluntary extensions would be considered. The District respectfully submits that the clerical error does not constitute a substantive violation, but rather it sbould be considered merely procedural in nature, (See Appendix B), and the District is requesting a waiver of that rule.

The clerical error occurred on August 31, 2005. This was three days after Hurricane Katrina struck the Gulf Coast of Louisiana. The District was inundated with additional students from the New Orleans area. District employees were struggling to cope with extra work that was required in

addition to their normal duties, while continuing to fulfill their responsibilities for filing the E-RATE application. Please note that Hurricane Rita caused the District to evacuate three weeks later on September 22, 2005. Hurricane Rita caused extensive damage to two schools and many homes, displaced many students, and obviously created further chaos and hardships to the District employees.

Vendors responding to the Form 470 submitted bids for Internet Access with contractual terms that offered voluntary extensions. Once again, District employees inadvertently failed to check the appropriate boxes to indicate that. Under the Bishop Perry Order, many clerical errors can now be corrected, and the District respectfully requests a waiver of the rule. (See appendix C)

Form 470 #205520000543782 was posted on August 31, 2005, and the resulting contract to DETEL Wireless, LLC was signed on January 24, 2006. (See Appendix D)

The DETEL Internet Access Agreement allowed for "modification of certain services relating to the Internet Services" (see par. 2). The Agreement further states that the District may upgrade the service for a slightly higher fee. With advancing technology in service and equipment, this was certainly necessary and in the best interest of all students in the District. The term of the contract or agreement was five years with voluntary one year extensions; however, either party could terminate the Agreement at the end of each term (See par. 3). Based upon the language in this Agreement, the District believed that changes in the best interest of the students were allowed by this contract.

Neither the FCC or USAC has provided applicants with a clear redline rule, guidance, or definition of "significant increase". Without any clear guidance on how to determine if a contract has significantly increased or what constitutes a significant increase, the Jefferson Davis Parish School District used common sense and state laws to interpret the meaning. They acted in the best interest of the students by trying to obtain the best available technology for the lowest price possible.

Interest Access is often referred to as a "commodity". This is a general term referring to the general public access network known as the interest, which is distinct and different from special purpose and restricted access research and education (R&E) networks.

Schools and libraries using E-RATE funding have been accustomed to purchasing Internet Access in data units, often known as megabits . A cost-effective approach to purchasing Internet Access is to determine the costs per data unit (MBPS) like you would with most commodities. This is the approach that the Jefferson Davis Parish School District has used since 2006 to determine if the initial contract has "significantly increased". Paragraph 2 of the agreement with DETEL Wireless, LLC specifically states that District may UPGRADE (emphasis added) the service for an increase in funds as provided by a fee schedule included in the bid response. In order to improve the service to students the District could obtain more data units at a reduced cost per unit. Although this raised the total amount of funds expended, the cost per MBPS was reduced.

Below is a table to illustrate the District's evaluation prior to signing the addendums:

Funding Year	Monthly Cost	MBPS	Cost Per MBPS
2006-2007	$3700	9	$411.11
*2008	$7999.00	30	$266.63
*2009-2010	$7999.00	30	$266.63
*2010-2011	$7999.00	30	$266.63
*2012-2013	$7999.00	100	$79.99

The District respectfully disagrees with USAC's decision to rescind funding and seek reimbursement on the grounds that the addendums "significantly changed" the initial contract. Between 2008-2012 the District has signed two addendums to modify the initial contract, and each modification actually reduced the data unit cost to the District and the E-RATE program.

For funding year 2009-2010, USAC has denied two funding requests: FRN 1782423 has been addressed herein above. The contract for FRN 1652802 is a separate contract, and no modifications have been made to that agreement since 2006. Form 470 #205520000543782 established the competitive bid process for this funding request; therefore, a waiver of the rules regarding "a failure to indicate intent to enter into a contract with voluntary extensions" is being requested. (See Appendix E)

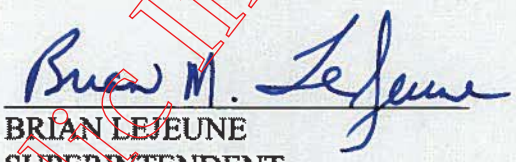
The Jefferson Davis parish School District and its employees are committed to guarding against waste, fraud, and abuse, and to ensuring that E-RATE funds disbursed through the E-RATE program to the District are used for appropriate purposes and according to the rules. In this matter there was no waste, fraud or abuse. This was a clerical error and misunderstanding several years ago. The District respectfully submits that it is in the public interest for the FCC to grant this appeal and waiver of rules, and not demand any reimbursement funds.

If you have any questions during the review of this appeal, please contact these designated persons:

Teri Lawrence, E-Rate Consultant #16071123
P. O. Box 728
Pine Grove, LA 70543
(225) 224-2786 Office
(225) 931-6032 Mobile
(225) 612-6682 Fax
Teril@eratesupport.org Email

Michael C. Cassidy, District Attorney
P. O. Box 1388
Jennings, LA 70546
(337) 824-1893 Office
(337)824-3311 Fax
da31@centurytel.net Email

Respectfully submitted



BRIAN LEJEUNE
SUPERINTENDENT
Jefferson Davis Parish School Board
203 E. Plaquemine
Jennings, LA 70546
(337) 824-1834

APPENDIX

A. COMAD Letters Dated May 12, 2014

B. Form 470 FY 2006 Posted 8/31/05

C. Bids from 2006 Internet Access

D. Internet Access Contract Dated January 24, 2006

E. WAN Contract Dated January 24, 2006

USAC
Universal Service Administrative Company

Schools and Libraries Division

Notification of Commitment Adjustment Letter

Funding Year 2012: July 1, 2012 - June 30, 2013

May 12, 2014

Karen R Guidry
JEFFERSON DAVIS PARISH DIST
1628 S. Thibodeaux Road
Jennings, LA 70546

Re: Form 471 Application Number:	**833771**
Funding Year:	**2012**
Applicant's Form Identifier:	**JD471WANLANMAIL**
Billed Entity Number:	**139257**
FCC Registration Number:	**0011757408**
SPIN:	**143026277**
Service Provider Name:	**Detel Wireless**
Service Provider Contact Person:	**Sonia Roussel**

Our routine review of Schools and Libraries Program (Program) funding commitments has revealed certain applications where funds were committed in violation of Program rules.

In order to be sure that no funds are used in violation of Program rules, the Universal Service Administrative Company (USAC) must now adjust your overall funding commitment. The purpose of this letter is to make the required adjustments to your funding commitment, and to give you an opportunity to appeal this decision. USAC has determined the applicant is responsible for all or some of the violations. Therefore, the applicant is responsible to repay all or some of the funds disbursed in error (if any).

This is NOT a bill. If recovery of disbursed funds is required, the next step in the recovery process is for USAC to issue you a Demand Payment Letter. The balance of the debt will be due within 30 days of that letter. Failure to pay the debt within 30 days from the date of the Demand Payment Letter could result in interest, late payment fees, administrative charges and implementation of the "Red Light Rule." The FCC's Red Light Rule requires USAC to dismiss pending FCC Form 471 applications if the entity responsible for paying the outstanding debt has not paid the debt, or otherwise made satisfactory arrangements to pay the debt within 30 days of the notice provided by USAC. For more information on the Red Light Rule, please see "Red Light Frequently Asked Questions (FAQs)" posted on the FCC website at http://www.fcc.gov/debt_collection/faq.html.

Funding Commitment Adjustment Report for
Form 471 Application Number: 833771

Funding Request Number:	2273845
Services Ordered:	INTERNET ACCESS
SPIN:	143026277
Service Provider Name:	Detel Wireless
Contract Number:	N/A
Billing Account Number:	337-824-1834
Site Identifier:	139257
Original Funding Commitment:	$76,799.90
Commitment Adjustment Amount:	$76,799.90
Adjusted Funding Commitment:	$0.00
Funds Disbursed to Date	$76,799.88
Funds to be Recovered from Applicant:	$76,799.88

Funding Commitment Adjustment Explanation:

After multiple requests for documentation during application review it has been determined that this funding commitment must be rescinded in full. On the FY 2006FCC Form 470, you certified that you reviewed and complied with all FCC, state and local procurement/competitive bidding requirements. It was determined that you failed to comply with all FCC competitive bidding requirements because the cited FCC Form 470, # 205520000543782, did not indicate your intent to enter into a multi-year contract for services yet after waiting 28 days you entered into a multiple-year contract with the service provider. Under program rules, a FCC Form 470 must be filed each year for discounts on month-to-month service. The FCC Form 470 indicates services would be provided on a month-to-month basis without a written contract and the applicant failed to post a new FCC Form 470 for the services requested in the FRN. FCC rules require that the applicant submits a bona fide request for services by conducting internal assessments of the components necessary to use effectively the discounted services ordered, and by submitting a complete description of services requested so that it may be posted for competing providers to evaluate and certify to certain criteria under penalty of perjury. Since failed to comply with FCC competitive bidding requirements, you violated the competitive bidding process. Accordingly, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

After multiple requests for documentation during application review, it has been determined that this funding commitment must be rescinded in full. FCC Form 470 did not include the service for which funding was sought in the FCC Form 471 applications, which is a violation of the FCCs competitive bidding rules. During the review it was determined that the applicant used FY 2006 FCC Form 470 #, 205520000543782, to establish a contract. For FYs 2008-2012 the applicant signed addendums to the initial contract in which they made significant changes to the services provided and as a result of these changes a new FCC Form 470 should have been posted for the services supplied. FCC rules require that, except under limited circumstances, all eligible schools and libraries shall seek competitive bids for all services eligible for support by submitting a complete FCC Form 470 to USAC web site for potential service providers to evaluate. Since the services for which you sought funding were not properly posted to the website for competitive bidding, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

USAC
Universal Service Administrative Company

Schools and Libraries Division

Notification of Commitment Adjustment Letter

Funding Year 2010: July 1, 2010 - June 30, 2011

May 12, 2014

Karen Guidry
JEFFERSON DAVIS PARISH DIST
1628 S. Thibodeaux, PO BOX 640
JENNINGS, LA 70546

Re: Form 471 Application Number:	**716919**
Funding Year:	**2010**
Applicant's Form Identifier:	**JDINT1011**
Billed Entity Number:	**139257**
FCC Registration Number:	**0011757408**
SPIN:	**143026277**
Service Provider Name:	**Detel Wireless**
Service Provider Contact Person:	**Sonia Roussel**

Our routine review of Schools and Libraries Program (Program) funding commitments has revealed certain applications where funds were committed in violation of Program rules.

In order to be sure that no funds are used in violation of Program rules, the Universal Service Administrative Company (USAC) must now adjust your overall funding commitment. The purpose of this letter is to make the required adjustments to your funding commitment, and to give you an opportunity to appeal this decision. USAC has determined the applicant is responsible for all or some of the violations. Therefore, the applicant is responsible to repay all or some of the funds disbursed in error (if any).

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Funding Commitment Adjustment Report for
Form 471 Application Number: 716919

Funding Request Number:	1949700
Services Ordered:	INTERNET ACCESS
SPIN:	143026277
Service Provider Name:	Detel Wireless
Contract Number:	n/a
Billing Account Number:	337-824-1834
Site Identifier:	139257
Original Funding Commitment:	$75,830.52
Commitment Adjustment Amount:	$75,830.52
Adjusted Funding Commitment:	$0.00
Funds Disbursed to Date	$75,830.52
Funds to be Recovered from Applicant:	$75,830.52

Funding Commitment Adjustment Explanation:

After multiple requests for documentation and application review it has been determined that this funding commitment must be rescinded in full. On the FY 2006 FCC Form 470, you certified that you reviewed and complied with all FCC, state and local procurement/competitive bidding requirements. It was determined that you failed to comply with all FCC competitive bidding requirements because the cited FCC Form 470, # 205520000543782, did not indicate your intent to enter into a multi-year contract for services yet after waiting 28 days you entered into a multiple-year contract with the service provider. Under program rules, a FCC Form 470 must be filed each year for discounts on month-to-month service. The FCC Form 470 indicates services would be provided on a month-to-month basis without a written contract and the applicant failed to post a new FCC Form 470 for the services requested in the FRN. FCC rules require that the applicant submits a bona fide request for services by conducting internal assessments of the components necessary to use effectively the discounted services ordered, and by submitting a complete description of services requested so that it may be posted for competing providers to evaluate and certify to certain criteria under penalty of perjury. Since failed to comply with FCC competitive bidding requirements, you violated the competitive bidding process. Accordingly, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

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USAC
Universal Service Administrative Company

Schools and Libraries Division

Notification of Commitment Adjustment Letter

Funding Year 2010: July 1, 2010 - June 30, 2011

May 12, 2014

Karen Guidry
JEFFERSON DAVIS PARISH DIST
1628 S. Thibodeaux, PO BOX 640
JENNINGS, LA 70546

Re: Form 471 Application Number:	**716919**
Funding Year:	**2010**
Applicant's Form Identifier:	**JDINT1011**
Billed Entity Number:	**139257**
FCC Registration Number:	**0011757408**
SPIN:	**143026277**
Service Provider Name:	**Detel Wireless**
Service Provider Contact Person:	**Sonia Roussel**

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Funding Commitment Adjustment Report for
Form 471 Application Number: 716919

Funding Request Number:	1949700
Services Ordered:	INTERNET ACCESS
SPIN:	143026277
Service Provider Name:	Detel Wireless
Contract Number:	n/a
Billing Account Number:	337-824-1834
Site Identifier:	139257
Original Funding Commitment:	$75,830.52
Commitment Adjustment Amount:	$75,830.52
Adjusted Funding Commitment:	$0.00
Funds Disbursed to Date	$75,830.52
Funds to be Recovered from Applicant:	$75,830.52

Funding Commitment Adjustment Explanation:

After multiple requests for documentation and application review it has been determined that this funding commitment must be rescinded in full. On the FY 2006 FCC Form 470, you certified that you reviewed and complied with all FCC, state and local procurement/competitive bidding requirements. It was determined that you failed to comply with all FCC competitive bidding requirements because the cited FCC Form 470, # 205520000543782, did not indicate your intent to enter into a multi-year contract for services yet after waiting 28 days you entered into a multiple-year contract with the service provider. Under program rules, a FCC Form 470 must be filed each year for discounts on month-to-month service. The FCC Form 470 indicates services would be provided on a month-to-month basis without a written contract and the applicant failed to post a new FCC Form 470 for the services requested in the FRN. FCC rules require that the applicant submits a bona fide request for services by conducting internal assessments of the components necessary to use effectively the discounted services ordered, and by submitting a complete description of services requested so that it may be posted for competing providers to evaluate and certify to certain criteria under penalty of perjury. Since failed to comply with FCC competitive bidding requirements, you violated the competitive bidding process. Accordingly, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

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USAC
Universal Service Administrative Company

Schools and Libraries Division

Notification of Commitment Adjustment Letter

Funding Year 2009: July 1, 2009 - June 30, 2010

May 12, 2014

Helen Atchison
JEFFERSON DAVIS PARISH DIST
1628 S. Thibodeaux, PO BOX 640
JENNINGS, LA 70546

Re: Form 471 Application Number:	**647688**
Funding Year:	**2009**
Applicant's Form Identifier:	**JDWAN0910**
Billed Entity Number:	**139257**
FCC Registration Number:	**0011757408**
SPIN:	**143026277**
Service Provider Name:	**Detel Wireless**
Service Provider Contact Person:	**Sonia Roussel**

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In order to be sure that no funds are used in violation of Program rules, the Universal Service Administrative Company (USAC) must now adjust your overall funding commitment. The purpose of this letter is to make the required adjustments to your funding commitment, and to give you an opportunity to appeal this decision. USAC has determined the applicant is responsible for all or some of the violations. Therefore, the applicant is responsible to repay all or some of the funds disbursed in error (if any).

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Funding Commitment Adjustment Report for
Form 471 Application Number: 647688

Funding Request Number:	1782423
Services Ordered:	INTERNET ACCESS
SPIN:	143026277
Service Provider Name:	Detel Wireless
Contract Number:	N/A
Billing Account Number:	337-824-1834
Site Identifier:	139257
Original Funding Commitment:	$72,950.88
Commitment Adjustment Amount:	$72,950.88
Adjusted Funding Commitment:	$0.00
Funds Disbursed to Date	$72,950.88
Funds to be Recovered from Applicant:	$72,950.88

Funding Commitment Adjustment Explanation:

After multiple requests for documentation and application review it has been determined that this funding commitment must be rescinded in full. On the FY 2006 FCC Form 470, you certified that you reviewed and complied with all FCC, state and local procurement/competitive bidding requirements. It was determined that you failed to comply with all FCC competitive bidding requirements because the cited FCC Form 470, # 205520000543782, did not indicate your intent to enter into a multi-year contract for services yet after waiting 28 days you entered into a multiple-year contract with the service provider. Under program rules, a FCC Form 470 must be filed each year for discounts on month-to-month service. The FCC Form 470 indicates services would be provided on a month-to-month basis without a written contract and the applicant failed to post a new FCC Form 470 for the services requested in the FRN. FCC rules require that the applicant submits a bona fide request for services by conducting internal assessments of the components necessary to use effectively the discounted services ordered, and by submitting a complete description of services requested so that it may be posted for competing providers to evaluate and certify to certain criteria under penalty of perjury. Since failed to comply with FCC competitive bidding requirements, you violated the competitive bidding process. Accordingly, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

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USAC
Universal Service Administrative Company

Schools and Libraries Division

Notification of Commitment Adjustment Letter

Funding Year 2008: July 1, 2008 - June 30, 2009

May 12, 2014

Helen Atchison
JEFFERSON DAVIS PARISH DIST
1628 S. Thibodeaux Road
Jennings, LA 70546

Re: Form 471 Application Number:	**599042**
Funding Year:	**2008**
Applicant's Form Identifier:	**JD471CON08**
Billed Entity Number:	**139257**
FCC Registration Number:	**0011757408**
SPIN:	**143026277**
Service Provider Name:	**Detel Wireless**
Service Provider Contact Person:	**Sonia Roussel**

Our routine review of Schools and Libraries Program (Program) funding commitments has revealed certain applications where funds were committed in violation of Program rules.

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Funding Commitment Adjustment Report for
Form 471 Application Number: 599042

Funding Request Number:	1652793
Services Ordered:	INTERNET ACCESS
SPIN:	143026277
Service Provider Name:	Detel Wireless
Contract Number:	N/A
Billing Account Number:	337-824-1834
Site Identifier:	139257
Original Funding Commitment:	$72,950.88
Commitment Adjustment Amount:	$72,950.88
Adjusted Funding Commitment:	$0.00
Funds Disbursed to Date	$72,950.88
Funds to be Recovered from Applicant:	$72,950.88

Funding Commitment Adjustment Explanation:

After multiple requests for documentation and application review it has been determined that this funding commitment must be rescinded in full. On the FY 2006 FCC Form 470, you certified that you reviewed and complied with all FCC, state and local procurement/competitive bidding requirements. It was determined that you failed to comply with all FCC competitive bidding requirements because the cited FCC Form 470, #205520000543782, did not indicate your intent to enter into a multi-year contract for services yet after waiting 28 days you entered into a multiple-year contract with the service provider. Under program rules, a FCC Form 470 must be filed each year for discounts on month-to-month service. The FCC Form 470 indicates services would be provided on a month-to-month basis without a written contract and the applicant failed to post a new FCC Form 470 for the services requested in the FRN. FCC rules require that the applicant submits a bona fide request for services by conducting internal assessments of the components necessary to use effectively the discounted services ordered, and by submitting a complete description of services requested so that it may be posted for competing providers to evaluate and certify to certain criteria under penalty of perjury. Since you failed to comply with FCC competitive bidding requirements, you violated the competitive bidding process. Accordingly, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

In addition, after multiple requests for documentation and application review, it has been determined that this funding commitment must be rescinded in full. FCC Form 470 did not include the service for which funding was sought in the FCC Form 471 applications, which is a violation of the FCCs competitive bidding rules. During the review it was determined that the applicant used FY 2006 FCC Form 470 #205520000543782, to establish a contract. For FYs 2008-2012 the applicant signed addendums to the initial contract in which they made significant changes to the services provided and as a result of these changes a new FCC Form 470 should have been posted for the services supplied. FCC rules require that, except under limited circumstances, all eligible schools and libraries shall seek competitive bids for all services eligible for support by submitting a complete FCC Form 470 to USAC web site for potential service providers to evaluate. Since the services for which you sought funding were not properly posted to the website for competitive bidding, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

Funding Request Number:	1652802
Services Ordered:	INTERNET ACCESS
SPIN:	143026277
Service Provider Name:	Detel Wireless
Contract Number:	N/A
Billing Account Number:	337-824-1834
Site Identifier:	139257
Original Funding Commitment:	$108,372.96
Commitment Adjustment Amount:	$108,372.96
Adjusted Funding Commitment:	$0.00
Funds Disbursed to Date	$108,372.96
Funds to be Recovered from Applicant:	$108,372.96

Funding Commitment Adjustment Explanation:

After multiple requests for documentation and application review it has been determined that this funding commitment must be rescinded in full. On the FY 2006 FCC Form 470, you certified that you reviewed and complied with all FCC, state and local procurement/competitive bidding requirements. It was determined that you failed to comply with all FCC competitive bidding requirements because the cited FCC Form 470, #205520000543782, did not indicate your intent to enter into a multi-year contract for services yet after waiting 28 days you entered into a multiple-year contract with the service provider. Under program rules, a FCC Form 470 must be filed each year for discounts on month-to-month service. The FCC Form 470 indicates services would be provided on a month-to-month basis without a written contract and the applicant failed to post a new FCC Form 470 for the services requested in the FRN. FCC rules require that the applicant submits a bona fide request for services by conducting internal assessments of the components necessary to use effectively the discounted services ordered, and by submitting a complete description of services requested so that it may be posted for competing providers to evaluate and certify to certain criteria under penalty of perjury. Since you failed to comply with FCC competitive bidding requirements, you violated the competitive bidding process and USAC will seek recovery of any improperly disbursed funds from the applicant.

In addition, after multiple requests for documentation and application review, it has been determined that this funding commitment must be rescinded in full. FCC Form 470 did not include the service for which funding was sought in the FCC Form 471 applications, which is a violation of the FCCs competitive bidding rules. During the review it was determined that the applicant used FY 2006 FCC Form 470 #205520000543782, to establish a contract. For FYs 2008-2012 the applicant signed addendums to the initial contract in which they made significant changes to the services provided and as a result of these changes a new FCC Form 470 should have been posted for the services supplied. FCC rules require that, except under limited circumstances, all eligible schools and libraries shall seek competitive bids for all services eligible for support by submitting a complete FCC Form 470 to USAC web site for potential service providers to evaluate. Since the services for which you sought funding were not properly posted to the website for competitive bidding, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

FCC Form

Approval by OMB
3060-0806

470

Schools and Libraries Universal Service Description of Services Requested and Certification Form

Estimated Average Burden Hours Per Response: 4.0 hours

This form is designed to help you describe the eligible telecommunications-related services you seek so that this data can be posted on the Fund Administrator website and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before beginning this application.

(To be completed by entity that will negotiate with providers.)

Block 1: Applicant Address and Identifications

Form 470 Application Number: 205520000543782		
Applicant's Form Identifier: JDPYR06-07		
Application Status: CERTIFIED		
Posting Date: 08/31/2005		
Allowable Contract Date: 09/28/2005		
Certification Received Date: 08/31/2005		
1. Name of Applicant: JEFFERSON DAVIS PARISH DIST		
2. Funding Year: 07/01/2006 - 06/30/2007	**3. Your Entity Number** 139257	
4a. Applicant's Street Address, P.O.Box, or Route Number		
203 E PLAQUEMINE ST		
City JENNINGS	**State** LA	**Zip Code** 70546
b. Telephone number (337) 824- 1834 **ext.**	**c. Fax number** (337) 824- 9737	
5. Type Of Applicant		
☒ Individual School (individual public or non-public school)		
☒ School District (LEA;public or non-public[e.g., diocesan] local		

district representing multiple schools)
☐ Library (including library system, library outlet/branch or library consortium as defined under LSTA)
☐ Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries)

6a. Contact Person's Name: Helen Atchison

*First, if the Contact Person's Street Address is the same as in **Item 4** above, check this box. If not, please complete the entries for the Street Address below.*

6b. Street Address, P.O.Box, or Route Number
1628 S. Thibodeaux Road

City	State	Zip Code
JENNINGS	LA	70546

Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.

☐ **6c. Telephone Number** (337) 824- 6360
☐ **6d. Fax Number** (337) 824- 8425
☐ **6e. E-mail Address** hatchison@jeffersondavis.k12.la.us

Block 2: Summary Description of Needs or Services Requested

7 This Form 470 describes (check all that apply):

a. ☒ Tariffed or month-to-month services to be provided without a written contract. A new Form 470 must be filed for non-contracted tariffed or month-to-month services for each funding year.

b. ☒ Services for which a new written contract is sought for the funding year in Item 2.
Check if you are seeking ☒ a multi-year contract and/or ☒ a contract featuring voluntary extensions

c. ☒ A multi-year contract signed on or before 7/10/97 but for which no Form 470 has been filed in a previous funding year.

NOTE: Services that are covered by a signed, written contract executed pursuant to posting of a Form 470 in a previous funding year OR a contract signed on/before 7/10/97 and previously reported on a Form 470 as an existing contract do NOT require filing of a new Form 470.

What kinds of service are you seeking: Telecommunications Services, Internet Access, Internal Connections Other than Basic Maintenance, or Basic Maintenance of Internal Connections? Refer to the Eligible Services List at www.sl.universalservice.org for examples. Check the relevant category or categories (8, 9, 10 and/or 11 below), and answer the questions in each category you select.

8 ☑ Telecommunications Services

Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a ◉ **YES,** I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):
☑ the Contact Person in Item 6 or ☑ the contact listed in Item 12.

b ◉ **NO,** I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Telecommunications Services you seek. Specify each service or function (e.g., local voice service) and quantity and/or capacity (e.g., 20 existing lines plus 10 new ones). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

c ◉ **Check this box if you prefer discounts on your bill.**	◉ **Check this box if you prefer reimbursement after paying your bill in full.**	◉ **Check this box if you do not have a preference.**

Service or Function:	**Quantity and/or Capacity:**
local voice service	**Seek better than T1**
Local and long distance voice service	**Better than T1 lines**
Long Distance Voice Service	**Better than T1 lines**

9 ☑ Internet Access

Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you

have or intend to have an RFP, you risk denial of your funding requests.

a ☐ **YES,** I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):
☐ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

b ☐ **NO,** I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internet Access Services you seek. Specify each service or function (e.g., monthly Internet service) and quantity and/or capacity (e.g., for 500 users). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Internet Access services. Attach additional lines if needed.

c ☐ **Check this box if you prefer discounts on your bill.**	☐ **Check this box if you prefer reimbursement after paying your bill in full.**	☐ **Check this box if you do not have a preference.**

Service or Function:	**Quantity and/or Capacity:**
Internet Services	**Seek better than 4.5 megs**

10 ☐ Internal Connections Other than Basic Maintenance

Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a ☐ **YES,** I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):
☐ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

b ☐ **NO,** I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internal Connections Services you seek. Specify each service or function (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Internal Connections services. Attach additional lines if needed.

c ☐ **Check this box if you prefer discounts on your bill.**	☐ **Check this box if you prefer reimbursement after paying your bill in full.**	☐ **Check this box if you do not have a preference.**

11 ☐ Basic Maintenance of Internal Connections

Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a ☐ **YES,** I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):
☐ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

b ☐ **NO,** I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Basic Maintenance Services you seek. Specify each service or function (e.g.,basic maintenance of routers) and quantity and/or capacity (e.g., for 10 routers). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Basic Maintenance services. Attach additional lines if needed.

c ☐ **Check this box if you prefer discounts on your bill.**	☐ **Check this box if you prefer reimbursement after paying your bill in full.**	☐ **Check this box if you do not have a preference.**

12 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This need not be the contact person listed in Item 6 nor the Authorized Person who signs this form.

Name:	Title:
Telephone number 0 -	
Fax number 0 -	
E-mail Address	

13a. ☐ Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures, and/or provide a Web address where they are posted and a contact name and telephone number.

DETEL

Detel Wireless, LLC, Proposal to Jefferson Davis Parish School District

For

Internet Access

And

Wide Area Connectivity

Section A. Cover Letter/Executive Summary

DETEL

January 5, 2006

Helen Atchison
Jefferson Davis Parish School District
1628 S. Thibodeaux Road
Jennings, LA 70546

Dear Mrs. Atchison:

On behalf of Detel Wireless, LLC, I am happy to present to you our proposal to Jefferson Davis Parish School District for Wide Area Connectivity and Internet Access.

Detel Wireless, LLC, and its parent company Detel Computer Solutions, LLC, are dedicated to providing school districts, like the Jefferson Davis Parish School System, the best service available at the best price that we can afford to offer. Customer service has been our cornerstone since inception, and we hope to bring this same level of commitment to Jefferson Davis School District.

So on behalf of everyone at Detel, please accept this proposal. We look forward to working with you in the future and to a long and lasting relationship.

Sincerely,

Brad Deglandon

Brad Deglandon
Detel Wireless, LLC

Executive Summary

Detel Wireless, LLC, is honored to provide this proposal. It is Detel's desire become the leading provider of Wide Area Connectivity and Internet Access in the state of Louisiana, with a particular interest in the K-12 education market.

Detel is proposing a wireless, wide area network connectivity solution with 23 Mbps of bandwidth to each school and with 90 Mbps of bandwidth to the school board. Detel is also proposing T-1 based landline or DS-3 based wireless internet access solutions with speeds of 1.5 – 45 Mbps. Multiple pricing proposals are being submitted for consideration, each covering different contract terms, bandwidth options and bundled services.

Detel Wireless provides safe, secure, reliable and very fast wireless networks for a very competitive price. We do not promise to be the cheapest, but we do promise to provide a working network that incorporates the highest quality equipment and design. Further, we can provide this in a very cost effect manner using federal funding from USAC.

Detel has two certified Broadband Wireless Access Experts and One Certified Wireless Network Administrator (CWNA). These are vendor neutral WLAN training and certifications created by leading industry experts. We are Louisiana's only home-based company with the expertise and knowledge to install your wireless network to ensure maximum benefit at the lowest possible cost. We have learned from our experiences; do not let others learn from their experiences on your job!

Finally, we want you to know that Detel has a reputation of honesty, integrity and trust throughout the entire state. Combine this with our experience and knowledge and we are simply the best choice for your wireless solution. Further, we are known for going beyond the call of duty - we give you more than what you contracted for - nothing LESS!

Section B. Table of Contents

Table of Contents

Section C. Company Overview and Qualifications

3 Company Overview and Qualifications

3.1 Company Overview

As stated Section 3.1.1, Detel Wireless is a CLEC and a Tier 2 ISP specializing in Wireless WANs. In addition to the typical ISP services, Detel also provides customers with other features, such as E-mail and Website Hosting, E-mail Set-up, Web-site design, Content Filtering, unique bandwidth usage reports and firewall services.

Incorporated in Nov. of 2002, Detel Wireless, a subsidiary of Detel Computer Services, LLC, opened its doors with just one client and a lot of determination to succeed. After a little over a year in operation, the company now offers services in four parishes throughout the state and has contracts worth just over $2.4 million in revenues. In addition, Detel Wireless has aggressively laid the groundwork to acquire several more contracts in the next six to eight months. The company will soon be providing services in nine or more parishes within the next year, with contracts representing over $6 million in revenues.

Though we could boast about our customer satisfaction, we prefer to allow our customers to speak for themselves. We have provided a list of three customers who have all agreed to answer any questions our potential customers may have about our services. They will be able to address not only their satisfaction with our products; they can also address our courtesy, professionalism and our commitment to customer service.

3.1.1 References

Below, is a table listing references of existing Detel Wireless customers. Each has agreed to answer any questions our potential customers may have about our services, and we encourage anyone interested to give them a call.

School District	*Contact*	*Address*	*Phone*
Acadia PSB	Mary Robbins	2402 N Parkerson Ave Crowley, LA 70526	337-783-3664 ext 276
Iberia PSB	Dianne Leblanc	1500 Jane Street New Iberia, La 70560	337-364-7641
Lafayette PSB	Donna Denny	113 Chaplin Drive Lafayette, La 70508	337-236-6825

Detel Wireless is also pleased to include a copy of a letter of recommendation that can be found in Attachment A.

3.2 Vendor Qualifications

3.2.1 Carrier Qualifications

Currently, the primary business of Detel Wireless, LLC, is providing data networks and internet access. In the future, Detel intends to start offering voice services in addition to the existing data offerings. Detel Wireless, LLC, is a licensed Competitive Local Exchange Carrier (CLEC) and a Tier 2 Internet Service Provider (ISP) currently under contract with the Tier 1 ISP UUNet.

3.2.2 SLD Qualifications

Detel Wireless is registered with Schools and Libraries Division (SLD), and the SPIN for Detel Wireless, LLC, is 143026277.

3.2.3 Federal Communications Commission (FCC) and State of Louisiana Public Service Commission (PSC) Qualifications

Detel Wireless is registered with both the FCC and the PSC in the State of Louisiana.

3.2.4 Staff Locations and Availability

Detel Wireless maintains its headquarters in Baton Rouge, LA, and maintains two offices in the following locations:

10434 Plaza Americana Baton Rouge, LA 70816	2028 Hwy 115 Hessmer, LA 70811

Detel Wireless maintains a 24x7 network monitoring facility that will be able to identify issues as soon as they arise. A large amount of troubleshooting and fault isolation can be done remotely. When needed, there will be a field technician will also be on call 24x7.

Section D. Technical Proposal

oversees all wiring crews and ensures all wiring is in compliance with the specifications of the wire, equipment and standards. He also oversees the installation and termination of all wiring, equipment, and test equipment for connectivity (testing for traffic levels are performed in Phase Three). At the end of Phase Two, all equipment has been installed, grounded and tested for connectivity.

Phase Three: Testing

A wireless engineer is assigned to test every link in the system including the simulation of one and half times the expected network traffic. This phase confirms that the engineered link budgets and loss calculations, etc. calculated in Phase One were correct. If not, the appropriate adjustments and tweaking are performed until the planned results are achieved. Additional simulations (again at overloaded levels) and testing are performed to ensure that network is fully functional and the network is 99.999% stable. At the completion of Phase Three, the network is ready to be "turned up".

Phase Four: Final Implementation and Completion

In Phase Four, to ensure minimum downtime, all supervisors and the project manager are present to ensure a smooth transition. On the agreed upon "turn-up" date, one school at a time is turned up until all schools are completed. Average downtime per school is 12 minutes. After all schools are turned up and operational, the network is transferred to Yellow Status (techs on site all day). After three consecutive days of high performance, the network is promoted to Green Status ("all systems geaux") with pro-active monitoring and 24 X 7 technical support.

5.2 Installation Plan

A detailed installation plan shall be presented upon bid award.

5.3 Facility Coordination

Facility installations will be coordinated with the designated School Board representative(s).

5.4 Liability

Detel Wireless is fully liable for the actions of its employees, partners, etc and shall fully indemnify and hold harmless the school district from suits, actions, damages, and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by the Detel Wireless, its employees, partners, etc. during the installation process.

Copies of Detel Wireless's Certificate of Insurance showing Liability and Workman's Compensation Coverage are available upon request.

Section F. Terms, Maintenance, and Support

6 Terms, Maintenance, and Support

6.1 Contract Terms

Entrance into any formal agreement/contract is dependent on School Board approval, e-rate funding, and appropriation of funds by the district.

Pricing has been submitted in Section 7 for 3- and 5-year terms. Any terms less than three years would be cost prohibited due to the large amount of capital expenditure required to set up the network.

6.2 Maintenance

Detel Wireless is very proactive when it comes to network monitoring. Often our technicians will know that there is a problem before the customer knows that they have the problem Detel utilizes the WhatsUp Gold network monitoring software package. WhatsUp Gold is a web-enabled monitoring program that provides detailed information about the network. One method used is by SNMP traps, and every piece of equipment on the Detel network is be SNMP manageable down to the UPS. The UPSs even have environment monitoring.

With our 24x7 technical support, most problems that arise can be diagnosed and repaired remotely and in an expeditious manner. Diagnostic procedures are usually begun within the hour. If the problem cannot be repaired remotely, a technician will be dispatched immediately. Our standard is a 4-hour response time.

The district will be given prior notice if the network needs to be taken down for repair or maintenance, and the work will be done either before or after hours.

6.3 Support

Detel Wireless currently has a large technical staff that may be called upon in time of need, and will be growing the staff over the next several years as more businesses and school systems move to our wireless WANs and/or Internet Access. For the sake of this document, the individuals listed will be the primary staff who will be responsible for day-to-day activities.

Name	*Years of Experience*
Daryl Deshotel	*9*
Kevin Braunsdorf	*8*
Travis Franks	*7*
Josh Roy	*4*
Bobby Mink	*6*

Section G. Proposals

7 Proposals

7.1 Billing

Detel Wireless will to comply with Universal Service rules and bill the SLD and the school board separately for the proper proportions on each invoice when the service begins.

7.2 Pricing

Detel is pleased to offer the following proposals. In addition to standard services, Detel is presenting optional bundled services. The proposals provide pricing for every combination that you may consider. For more detail about the bundled services, please refer to Section 8 Innovative Concepts.

Please see the following pages for the different solutions and pricing proposals.

WAN Proposal 1

Standard installation charges.

Company: Detel Wireless, LLC

Contract Term: 3 Years

Location	Bandwidth Proposed	One-Time Installation	Monthly Recurring	Your Installation Cost*	Your Recurring Cost*
Jefferson Davis Parish School Board	90 Mbps	$2,799.00	$799.00	$671.76	$191.76
Per 17 Remaining Locations	23 Mbps	$2,799.00	$799.00	$671.76	$191.76
Total for 18 Locations		$50,382.00	$14,382.00	$12,091.68	$3,451.68

WAN Proposal 2

Standard installation charges.

Company: Detel Wireless, LLC

Contract Term: 5 Years

Location	Bandwidth Proposed	One-Time Installation	Monthly Recurring	Your Installation Cost*	Your Recurring Cost*
Jefferson Davis Parish School Board	90 Mbps	$2,799.00	$699.00	$671.76	$167.76
Per 17 Remaining Locations	23 Mbps	$2,799.00	$699.00	$671.76	$167.76
Total for 18 Locations		$50,382.00	$12,582.00	$12,091.68	$3,019.68

* Your cost is based on Year Seven (2004-2005) E-rate funding at 76%.

Internet Access Proposal 1

Standard Internet Service

Company: Detel Wireless, LLC

Contract Term: 3 Years

Location	Bandwidth Proposed	One-Time Installation	Monthly Recurring	Your Installation Cost*	Your Recurring Cost*
Central Office – (NOC)	T1 1.5 Mbps	$2,799.00	$999.00	$671.76	$239.76
Central Office – (NOC)	DS3 3 Mbps	$2,799.00	$2,499.00	$671.76	$599.76
Central Office – (NOC)	DS3 6 Mbps	$2,799.00	$2,999.00	$671.76	$719.76
Central Office – (NOC)	DS3 9 Mbps	$2,799.00	$3,700.00	$671.76	$888.00
Central Office – (NOC)	DS3 15 Mbps	$2,799.00	$5,100.00	$671.76	$1,224.00
Central Office – (NOC)	DS3 45 Mbps	$2,799.00	$10,999.00	$671.76	$2,639.76

Internet Access Proposal 2

Standard Internet Service

Company: Detel Wireless, LLC

Contract Term: 5 Years

Location	Bandwidth Proposed	One-Time Installation	Monthly Recurring	Your Installation Cost*	Your Recurring Cost*
Central Office – (NOC)	T1 1.5 Mbps	$0.00	$999.00	$0.00	$239.76
Central Office – (NOC)	DS3 3 Mbps	$0.00	$2,499.00	$0.00	$599.76
Central Office – (NOC)	DS3 6 Mbps	$0.00	$2,999.00	$0.00	$719.76
Central Office – (NOC)	DS3 9 Mbps	$0.00	$3,700.00	$0.00	$888.00
Central Office – (NOC)	DS3 15 Mbps	$0.00	$5,100.00	$0.00	$1,224.00
Central Office – (NOC)	DS3 45 Mbps	$0.00	$10,999.00	$0.00	$2,639.76

* Your cost is based on Year Seven (2004-2005) E-rate funding at 76%.

Section H. Innovative Concepts/Supporting Documentation

8 Innovative Concepts

Detel Wireless, LLC, would like to address some of the innovative concepts that this proposal and this company have to offer.

8.1 State-wide Connectivity

A unique aspect of this offer has to do with Detel Wireless's statewide connectivity. If Detel is selected as both the Wide Area Network and Internet Service Provider and the Internet connection is 3 Mbps or greater, the school board will benefit from a unique offer that no other carrier will offer. Each district that accesses our network is free to communicate with each other using the DS3 facilities connecting them to our backbone without traversing the internet. This means that two districts can have video conferences, VoIP calls and virtual meetings with a 45 Mbps connection between their sites, even if they only subscribe to 3 Mbps of internet bandwidth.

8.2 Mobile Tower

In the unlikely event that a site goes down to a point that it will take a long time to repair, Detel has a Mobile Trailer with a tower that can be pulled up and connected to the location. This allows the network to be brought back on line quickly and painlessly.

8.3 Extensive Network Monitoring and Diagnostics

As mentioned in Section 4, Detel has extensive network monitoring and diagnostics capabilities that are used to ensure the best service available and it allows us to offer very proactive approach to network issues should they arrive.

8.4 Advanced Network Monitoring

As mentioned in Section 4.2.6, Advanced Network Monitoring includes capabilities, such as monthly reports showing bandwidth used at each location and Internet bandwidth utilization.

8.5 Internet Worms

With the recent outbreak of internet worms, Detel has created a way to eliminate many of the headaches that they cause. Since most to the worms attack certain TCP/IP ports, Detel has the ability to shut down all traffic traversing the network addressed to the attacked port. This gives network administrators time to react and ensure that all network elements are protected.

8.6 Internet Email Virus Scan

Detel can provide a network based email virus scan for all internet-originated email. This service can help eliminate email borne viruses before they ever hit the customer's network.

8.7 Firewall Service

Detel can offer network based firewall services that helps to remove the network administrator's pain of managing the firewall. These capabilities provide protection from intrusion and can give the customer peace of mind.

8.8 Advanced Internet Site reporting

In addition to providing common network metrics, Detel can offer Advanced Internet Site reporting that provides details on which sites are hit most often, information concerning hits on specific web sites, which computers generated the most traffic, and many other details that might be of interest to network administrators.

Attachment A. Letter of Recommendation

Copy of Letter from Acadia Parish School Board

ACADIA PARISH SCHOOL BOARD

Incorporated, July 11, 1807

John E. Bourque
Superintendent

2402 North Parkerson Avenue
Post Office Drawer 309
Crowley, LA 70527-0309
337-783-3664 Phone
337-783-3761 Fax

John H. Guthodeaux
President

Lyle C. Johnson
Vice President

December 18, 2003

To Whom It May Concern

Acadia Parish School Board recently transitioned from a Bellsouth frame relay WAN to a wireless WAN leased from DETEL Wireless L.L.C. Since this transition was to occur during school time, there was great nervousness and a few sleepless nights on my part in anticipation of the move. Fortunately, the fears were unfounded. DETEL came in with a plan for our system which began with team meetings. Their staff met with our technicians and network consultants to discuss the transition and to brainstorm potential problems and solutions. While waiting for delivery of the "flagpole" radio mounts, DETEL installed all of the necessary roof-mounted radios, the large tower radios, and the routers. When the poles arrived, they were immediately set in concrete at the remaining schools and prepared for use. All radios were tested and adjusted before becoming part of our physical network.

We began the transition on November 10, 2003 by setting up an alternate WAN. Our technicians went school to school transitioning from the old routers to the newly configured DETEL routers. Our network consultant and the DETEL supervisor remained at the central office, directing the reconfiguration of the system. In a day and a half all 27 schools had been transitioned to the wireless network with minimal downtime. All of the technicians were considerate of schools with students taking Louisiana Virtual School classes, scheduling their cutovers after the virtual classes. On November 18, 2003 we transitioned from LaNet to the wireless ISP. We immediately received calls from the schools expressing pleasure with their increased Internet speed. Everybody went into the Thanksgiving holidays with a feeling of success.

We cannot adequately express the satisfaction we have had with the DETEL Wireless representatives. They have been available for questions, responding quickly to calls and emails. We have had great cooperation with their staff, our excellent technicians and the staff of Cohesive Connections of Lafayette, our network consultants. DETEL has worked with our Maintenance Coordinator and our school principals in a professional and cooperative manner. The teachers are thrilled to be able to use streaming video while the administrators are no longer frustrated while attempting to open large attachments. All of the equipment has functioned as designed, and we have felt no disappointment in any of our results.

Sincerely,

Mary Robbins

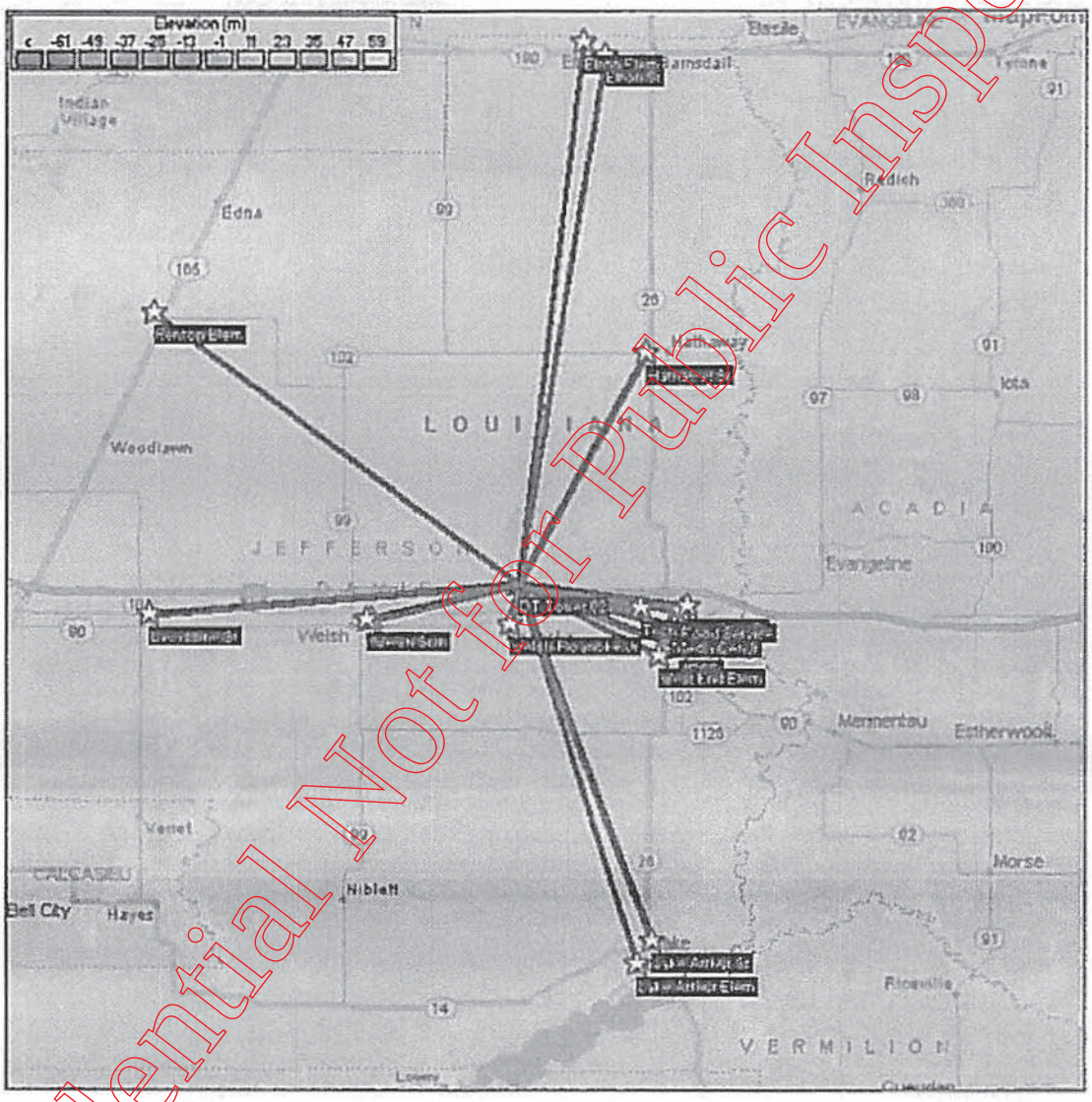
Mary Robbins
Media/Technology Supervisor

Attachment B. Network Feasibility Study

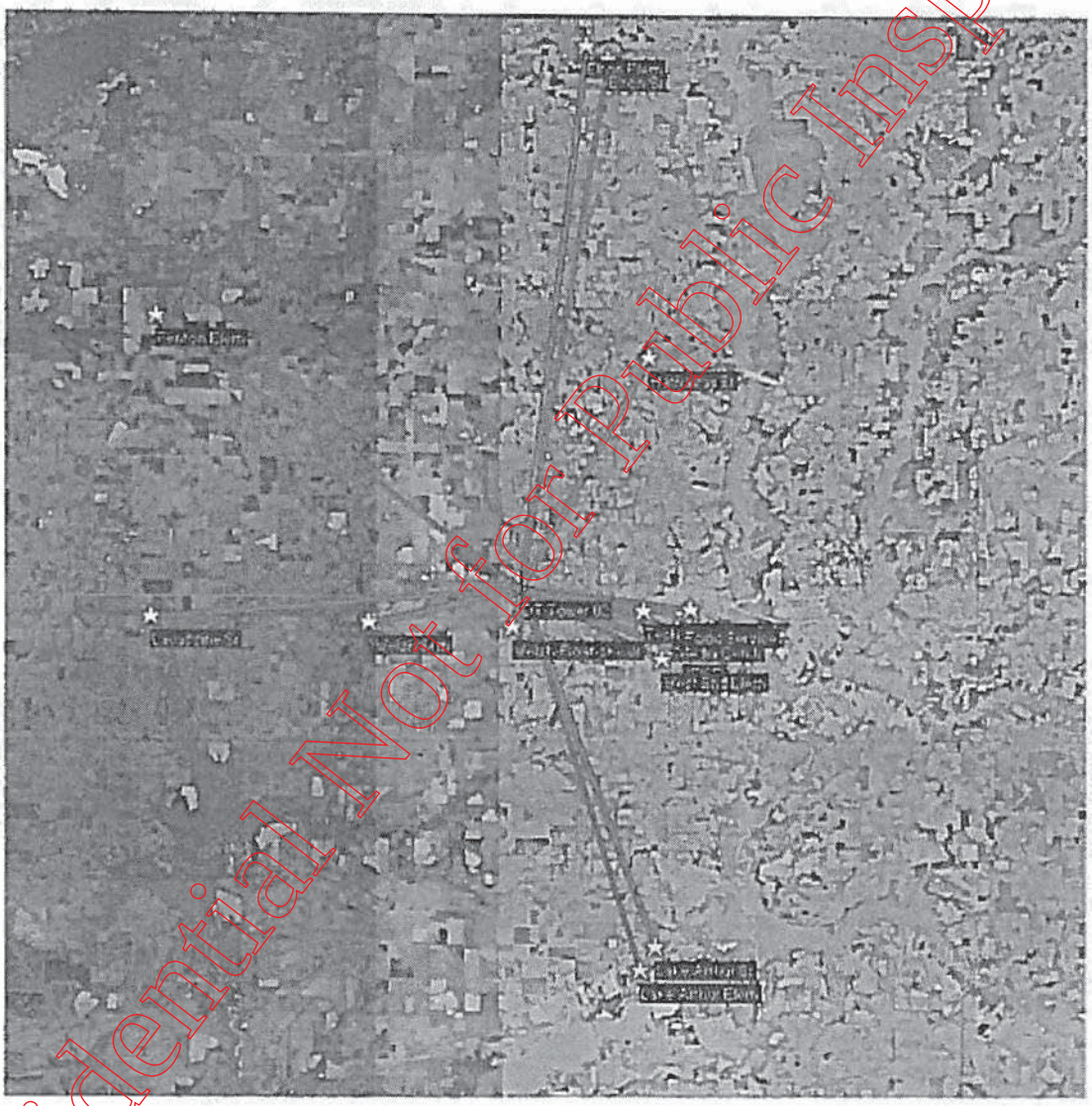
Jefferson Davis Preliminary Engineering Documentation:
EXHIBIT 1 Network Topology Overview

30K Network Topology:

Single tower multi-distribution point
provides minimal points of possible failure

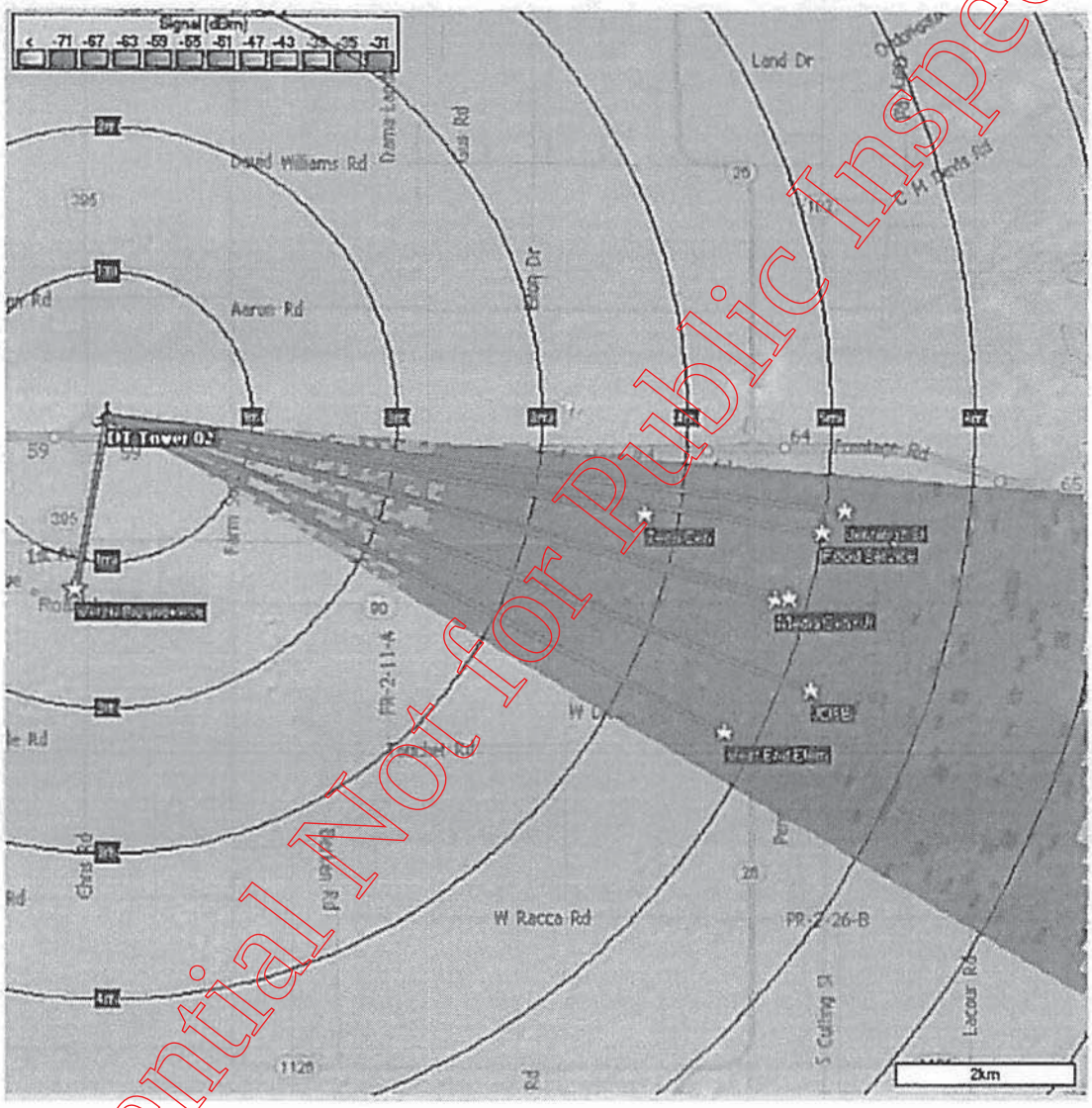


50K Satellite view Network Topology:

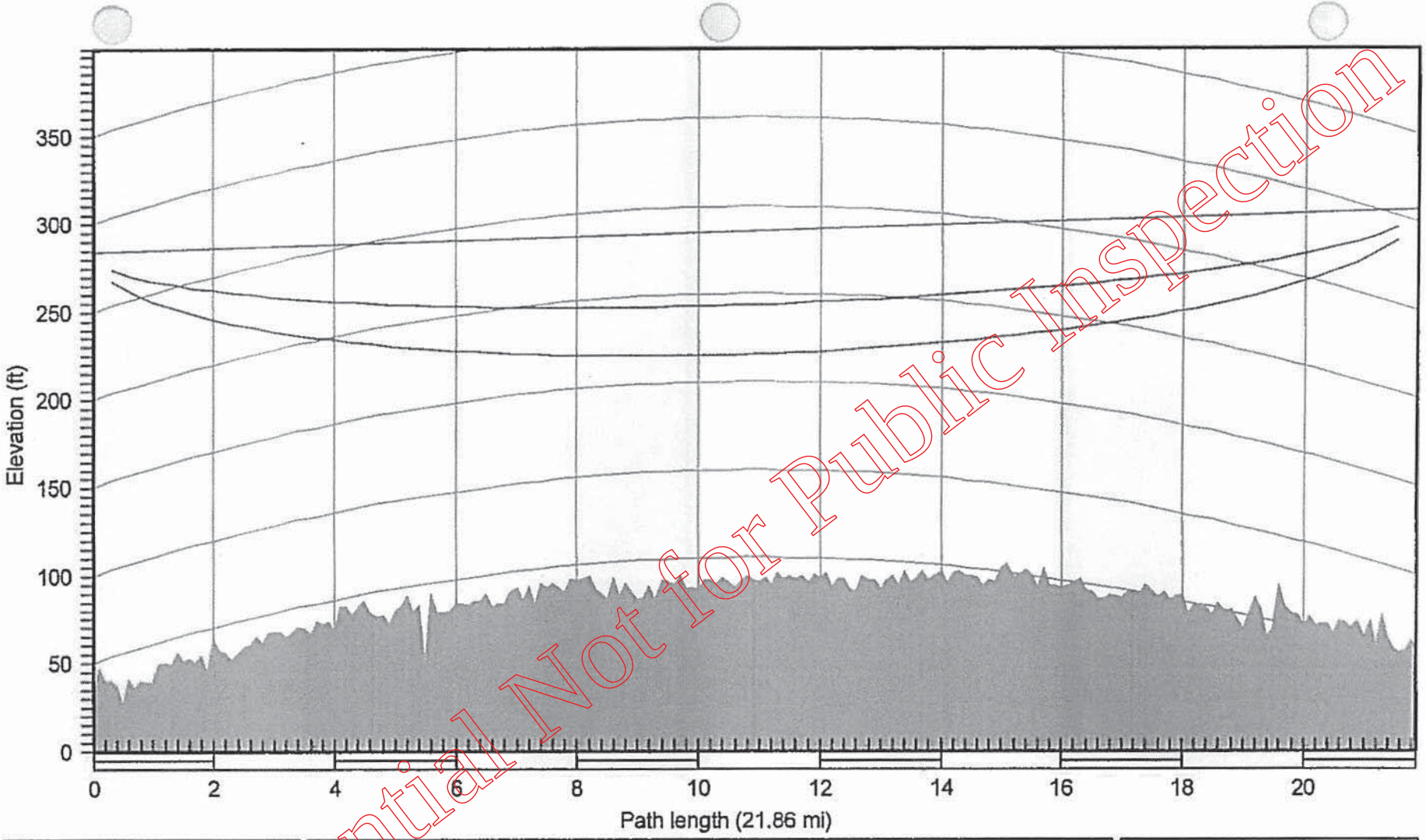


Town of Jennings Multipoint RF Propagation Estimate:

(Indicates significant margin over required signal level to maintain solid network connectivity)



Engineering performed 12/01/05
Kevin E Braunsdorf,
RF Engineer/DETEL Wireless
©2005 DETEL Wireless LLC
CONFIDENTIAL



DT01	
Latitude	30 17 22.13 N
Longitude	092 57 39.56 W
Azimuth	52.80°
Elevation	34 ft ASL
Antenna CL	250.0 ft AGL

Frequency (MHz) = 5800.0
K = 1.33
%F1 = 100.00, 60.00

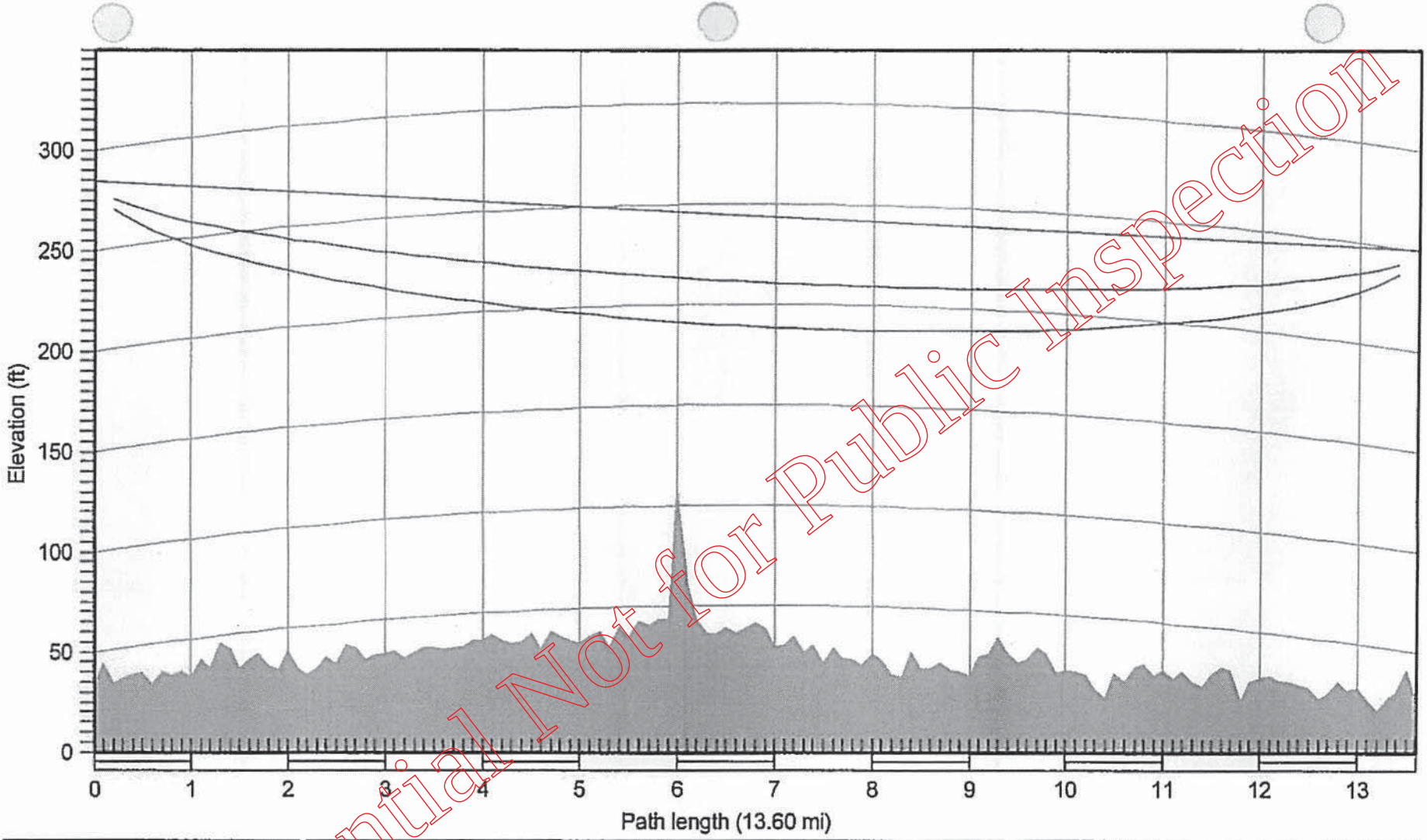
DETEL Wireless

GT01	
Latitude	30 28 51.42 N
Longitude	092 40 09.12 W
Azimuth	232.95°
Elevation	58 ft ASL
Antenna CL	250.0 ft AGL

Point to Point Path Analysis	Dec 01 05	kb
Indicatation: Positive LOS	01	

	DT01	GT01
Elevation (ft)	33.91	57.91
Latitude	30 17 22.13 N	30 28 51.42 N
Longitude	092 57 39.56 W	092 40 09.12 W
True azimuth (°)	52.80	232.95
Vertical angle (°)	-0.11	-0.13
Antenna model	SP6-5.2	SP6-5.2
Antenna height (ft)	250.00	250.00
Antenna gain (dBi)	37.50	37.50
Radome loss (dB)	0.00	0.00
TX loss (dB)	2.32	2.32
RX loss (dB)	2.32	2.32
Frequency (MHz)	5800.00	
Polarization	Vertical	
Path length (mi)	21.86	
Free space loss (dB)	138.66	
Atmospheric absorption loss (dB)	0.29	
Field margin (dB)	1.00	
Net path loss (dB)	69.60	69.60
Radio model	OSGemini	OSGemini
TX power (watts)	0.08	0.08
TX power (dBm)	19.00	19.00
EIRP (dBm)	54.18	54.18
RX threshold criteria	-96	-96
RX threshold level (dBm)	-96.00	-96.00
Maximum receive signal (dBm)	-30.00	-30.00
RX signal (dBm)	-50.60	-50.60
Thermal fade margin (dB)	45.40	45.40
Climatic factor	2.00	
Terrain roughness (ft)	20.00	
C factor	6.58	
Average annual temperature (°F)	50.00	
Worst month - multipath (%)	99.99713	99.99713
(sec)	75.54	75.54
Annual - multipath (%)	99.99928	99.99928
(sec)	226.61	226.61
(% - sec)	99.99856 - 453.22	

Thu, Dec 01 2005
DT01-GT01.pl4
Reliability Method - Vigants - Barnett



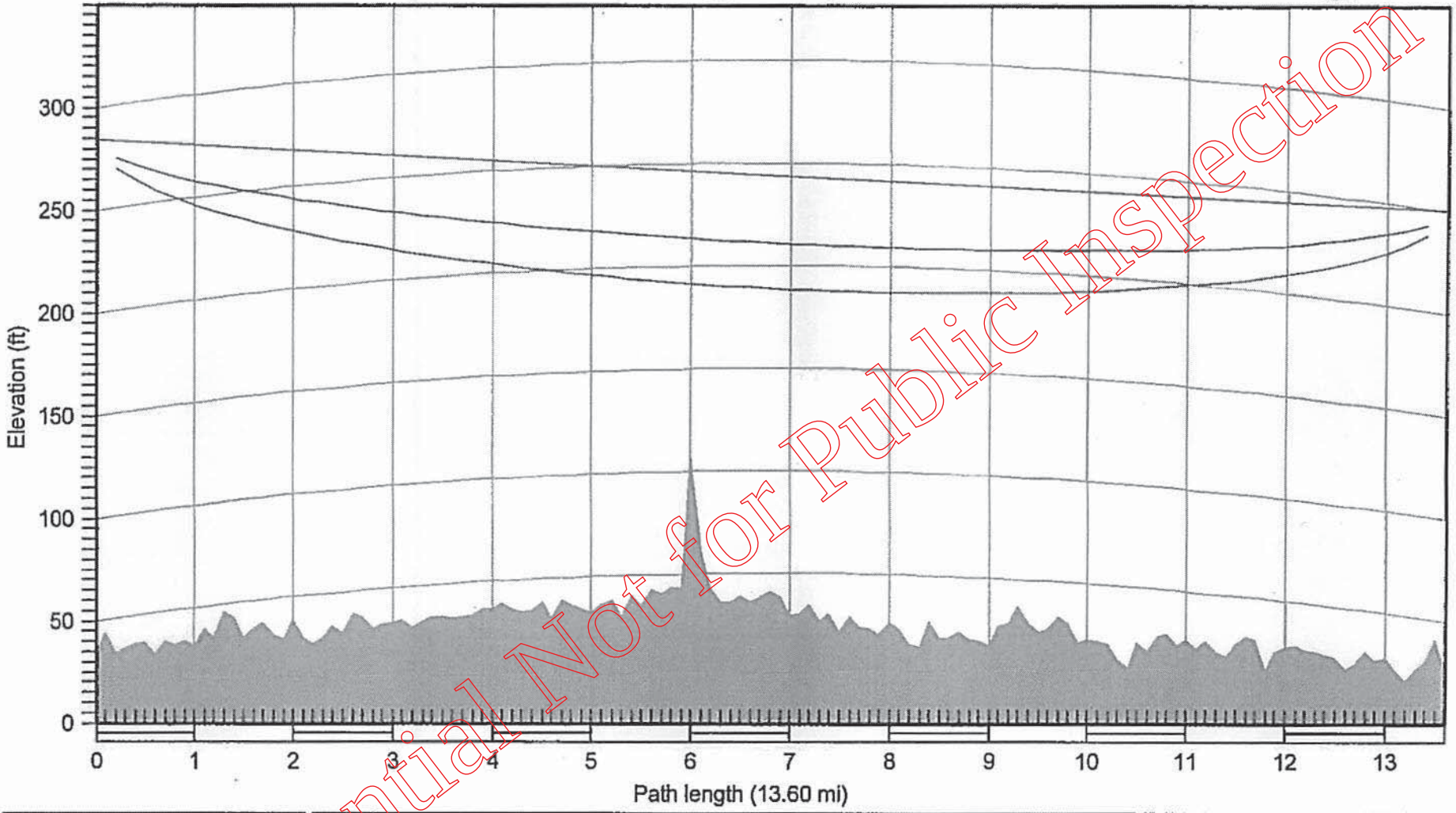
DT01	
Latitude	30 17 22.13 N
Longitude	092 57 39.56 W
Azimuth	101.47°
Elevation	34 ft ASL
Antenna CL	250.0 ft AGL

Frequency (MHz) = 5800.0
K = 1.33
%F1 = 100.00, 60.00

DETEL Wireless

DT02	
Latitude	30 15 00.04 N
Longitude	092 44 17.12 W
Azimuth	281.59°
Elevation	26 ft ASL
Antenna CL	225.0 ft AGL

Point to Point Path Analysis	Dec 01 05	kb
Indicatation: Positive LOS	02	



DT01	
Latitude	30 17 22.13 N
Longitude	092 57 39.56 W
Azimuth	101.47°
Elevation	34 ft ASL
Antenna CL	250.0 ft AGL

Frequency (MHz) = 5800.0
K = 1.33
%F1 = 100.00, 60.00

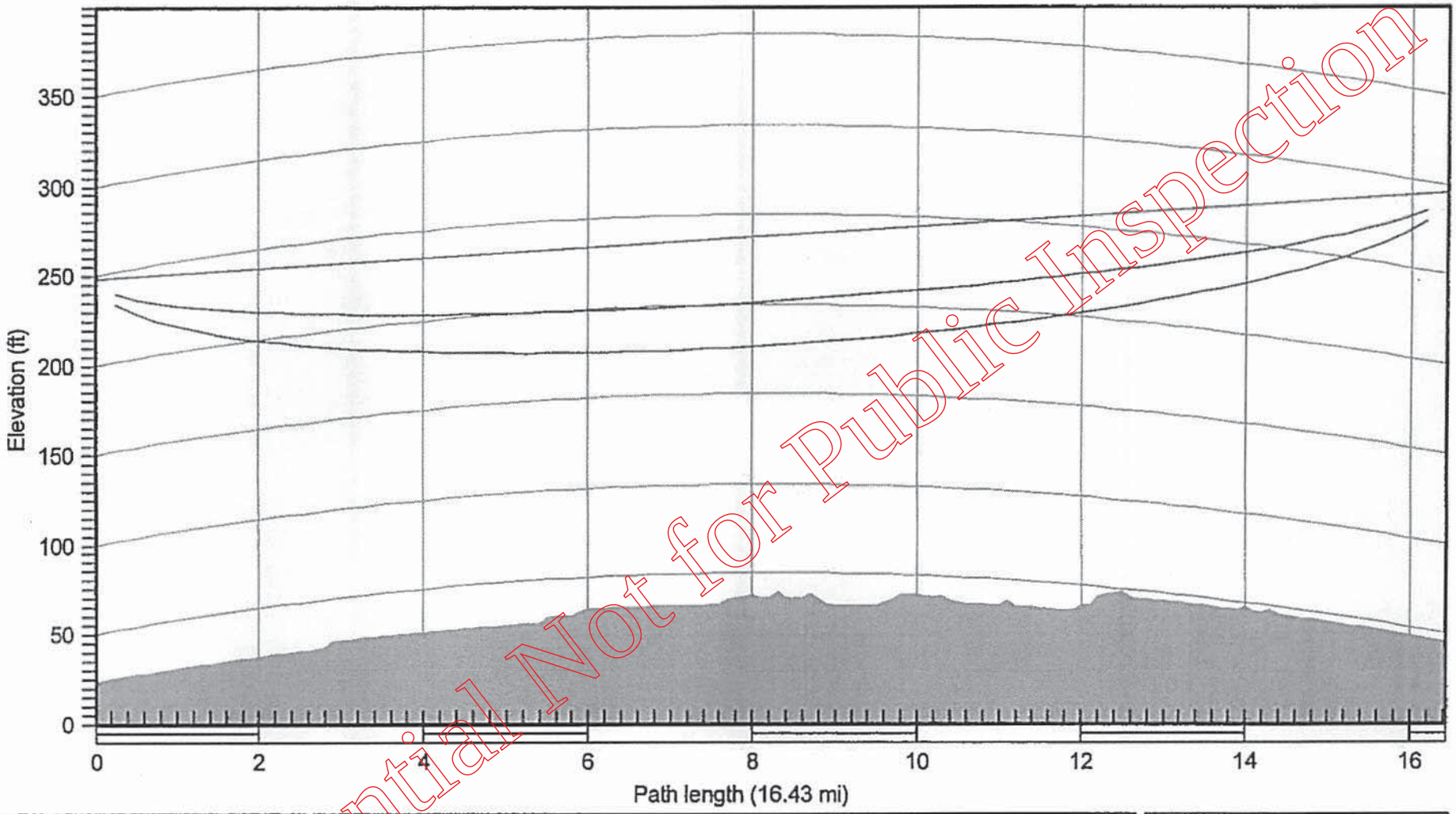
DETEL Wireless

DT02	
Latitude	30 15 00.04 N
Longitude	092 44 17.12 W
Azimuth	281.59°
Elevation	26 ft ASL
Antenna CL	225.0 ft AGL

Point to Point Path Analysis	Dec 01 05	kb
Indicatation: Positive LOS	02	

	DT01	DT02
Elevation (ft)	33.91	25.67
Latitude	30 17 22.13 N	30 15 00.04 N
Longitude	092 57 39.56 W	092 44 17.12 W
True azimuth (°)	101.47	281.59
Vertical angle (°)	-0.10	-0.05
Antenna model	SP4-5.2	SP4-5.2
Antenna height (ft)	250.00	225.00
Antenna gain (dBi)	34.00	34.00
Radome loss (dB)	0.00	0.00
TX loss (dB)	2.32	2.32
RX loss (dB)	2.32	2.32
Frequency (MHz)	5800.00	
Polarization	Vertical	
Path length (mi)	13.60	
Free space loss (dB)	134.54	
Atmospheric absorption loss (dB)	0.16	
Field margin (dB)	1.00	
Net path loss (dB)	72.37	72.37
Radio model	OSGemini	OSGemini
TX power (watts)	0.08	0.08
TX power (dBm)	19.00	19.00
EIRP (dBm)	50.68	50.68
RX threshold criteria	-86	-86
RX threshold level (dBm)	-96.00	-96.00
Maximum receive signal (dBm)	-30.00	-30.00
RX signal (dBm)	-53.37	-53.37
Thermal fade margin (dB)	42.63	42.63
Climatic factor	2.00	
Terrain roughness (ft)	20.00	
C factor	6.58	
Average annual temperature (°F)	50.00	
Worst month - multipath (%)	99.99869	99.99869
(sec)	34.47	34.47
Annual - multipath (%)	99.99967	99.99967
(sec)	103.40	103.40
(% - sec)	99.99934 - 206.80	

Thu, Dec 01 2005
DT01-DT02.pl4
Reliability Method - Vigants - Barnett



DT02	
Latitude	30 15 00.84 N
Longitude	092 44 17.12 W
Azimuth	14.49°
Elevation	23 ft ASL
Antenna CL	225.0 ft AGL

Frequency (MHz) = 5800.0
K = 1.33
%F1 = 100.00, 60.00

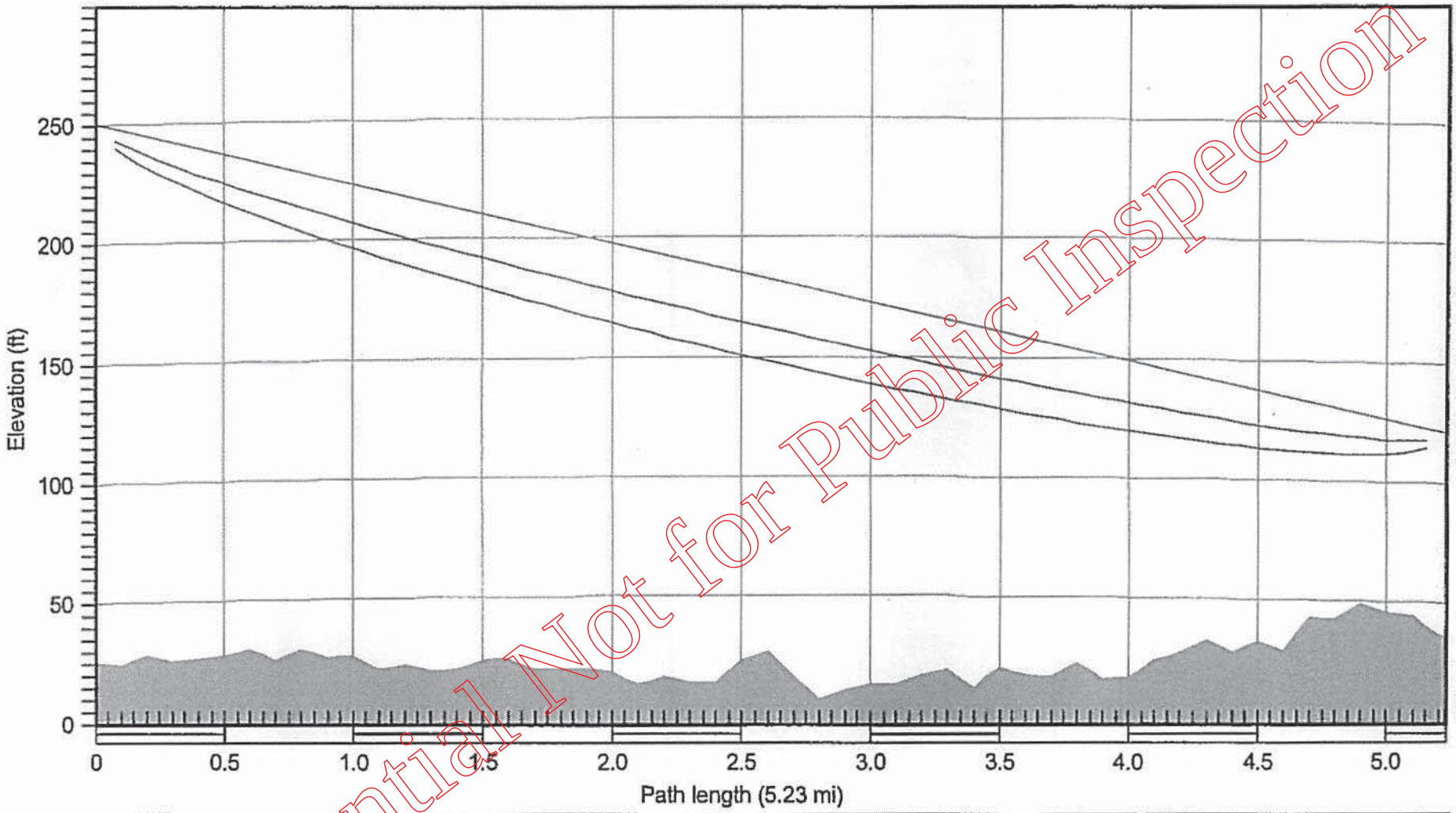
DETEL Wireless

GT01	
Latitude	30 28 51.42 N
Longitude	092 40 09.12 W
Azimuth	194.52°
Elevation	46 ft ASL
Antenna CL	250.0 ft AGL

Point to Point Path Analysis	Dec 01 05	kb
Indicatation: Positive LOS	03	

	DT02	GT01
Elevation (ft)	22.97	45.93
Latitude	30 15 00.04 N	30 28 51.42 N
Longitude	092 44 17.12 W	092 40 09.12 W
True azimuth (°)	14.49	194.52
Vertical angle (°)	-0.06	-0.12
Antenna model	SP4-5.2	SP4-5.2
Antenna height (ft)	225.00	250.00
Antenna gain (dBi)	34.00	34.00
Radome loss (dB)	0.00	0.00
TX loss (dB)	2.32	2.32
RX loss (dB)	2.32	2.32
Frequency (MHz)	5800.00	
Polarization	Vertical	
Path length (mi)	16.43	
Free space loss (dB)	136.18	
Atmospheric absorption loss (dB)	0.22	
Field margin (dB)	1.00	
Net path loss (dB)	74.05	74.05
Radio model	OSGemini	OSGemini
TX power (watts)	0.08	0.08
TX power (dBm)	19.00	19.00
EIRP (dBm)	50.68	50.68
RX threshold criteria	-96	-96
RX threshold level (dBm)	-96.00	-96.00
Maximum receive signal (dBm)	-30.00	-30.00
RX signal (dBm)	-55.05	-55.05
Thermal fade margin (dB)	40.95	40.95
Climatic factor	2.00	
Terrain roughness (ft)	20.00	
C factor	6.58	
Average annual temperature (°F)	50.00	
Worst month - multipath (%)	99.99660	99.99660
(sec)	89.46	89.46
Annual - multipath (%)	99.99915	99.99915
(sec)	268.37	268.37
(% - sec)	99.99830 - 536.73	

Thu, Dec 01 2005
DT02-GT01.pl4
Reliability Method - Vigants - Barnett



DT02	
Latitude	30 15 00.04 N
Longitude	092 44 17.12 W
Azimuth	111.12°
Elevation	26 ft ASL
Antenna CL	225.0 ft AGL

Frequency (MHz) = 5800.0
K = 1.33
%F1 = 100.00, 60.00

DETEL Wireless

JDSB	
Latitude	30 13 21.50 N
Longitude	092 39 23.62 W
Azimuth	291.16°
Elevation	36 ft ASL
Antenna CL	85.0 ft AGL

Point to Point Path Analysis	Dec 01 05	kb
Indicatation: Positive LOS	04	

	DT02	JDSB
Elevation (ft)	25.67	36.11
Latitude	30 15 00.04 N	30 13 21.50 N
Longitude	092 44 17.12 W	092 39 23.62 W
True azimuth (°)	111.12	291.16
Vertical angle (°)	-0.30	0.24
Antenna model	2' dish	2' dish
Antenna height (ft)	225.00	85.00
Antenna gain (dBi)	29.00	29.00
Radome loss (dB)	0.00	0.00
TX loss (dB)	1.32	1.32
RX loss (dB)	1.32	1.32
Frequency (MHz)	5800.00	
Polarization	Vertical	
Path length (mi)	5.23	
Free space loss (dB)	126.24	
Atmospheric absorption loss (dB)	0.07	
Field margin (dB)	1.00	
Net path loss (dB)	71.96	71.96
Radio model	AU-E-SA-5.8-VL	AU-E-SA-5.8-VL
TX power (watts)	0.05	0.05
TX power (dBm)	17.00	17.00
EIRP (dBm)	44.68	44.68
RX threshold criteria	-71	-71
RX threshold level (dBm)	-71.00	-71.00
Maximum receive signal (dBm)	-30.00	-30.00
RX signal (dBm)	-54.96	-54.96
Thermal fade margin (dB)	16.04	16.04
Climatic factor	2.00	
Terrain roughness (ft)	20.00	
C factor	6.58	
Average annual temperature (°F)	50.00	
Worst month - multipath (%)	99.96609	99.96609
(sec)	891.12	891.12
Annual - multipath (%)	99.99152	99.99152
(sec)	2673.35	2673.35
(% - sec)	99.98305 - 5346.70	

Thu, Dec 01 2005
DT02-JDSB.pl4
Reliability Method - Vigants - Barnett

Engineering performed 12/01/05
Kevin E Braunsdorf,
RF Engineer/DETEL Wireless

Frame Relay DS3 Internet Access - Tiered Pricing

BellSouth Pricing									
		Packaged Option				CPE Option			
Installation		$1,725	$1,725	$1,725	$1,725	$1,725	$1,725	$1,725	$1,725
		Monthly Recurring Charges				Monthly Recurring Charges			
Port Speed (Mbps)	CIR (Mbps)	MTM	1 Year	2 Years	3 Years	MTM	1 Year	2 Years	3 Years
3	3.0	$ 3,510	$ 3,105	$ 2,975	$ 2,840	$ 3,075	$ 2,670	$ 2,540	$ 2,405
6	6.0	$ 4,365	$ 3,850	$ 3,680	$ 3,510	$ 3,930	$ 3,415	$ 3,245	$ 3,075
9	9.0	$ 5,395	$ 4,745	$ 4,530	$ 4,315	$ 4,960	$ 4,310	$ 4,095	$ 3,880
12	12.0	$ 6,045	$ 5,310	$ 5,070	$ 4,825	$ 5,610	$ 4,875	$ 4,635	$ 4,390
15	15.0	$ 6,850	$ 6,010	$ 5,735	$ 5,455	$ 6,415	$ 5,575	$ 5,300	$ 5,020
21	21.0	$ 8,150	$ 7,140	$ 6,805	$ 6,470	$ 7,715	$ 6,705	$ 6,370	$ 6,035
33	33.0	$ 11,075	$ 9,685	$ 9,225	$ 8,760	$ 10,640	$ 9,250	$ 8,790	$ 8,325
45	45.0	$ 14,210	$ 12,410	$ 11,815	$ 11,215	$ 13,775	$ 11,975	$ 11,380	$ 10,780

Waive the Installation fee
1,725.00 - 2,000.00
M/M charge 1895.00

At or less than
2,000.00 stand.
1725 waive flat
3 mega - 1895.00
M/M -
Waive Install. fee
Bump to Band w: AT&T

SKYRIDER
COMMUNICATIONS
Wayne M. Kairdolf, Jr.
Wireless Wide Area Network Engineer
Vice President

1011 Natchitoches Street
West Monroe, LA 71291
wayne@skyrideronline.com
www.skyrideronline.com

Mobile Phone: (318) 229-2888
Toll Free: (800) 536-7035
Telephone: (318) 410-0020
Fax: (866) 829-9755

Presented Proposal Jan 17, 2006 2:30 PM

Internet Access & Wide Area Network Proposal

1/17/06 Router = Nothing verbal written in proposal says SkyRider will pay for router @ School -

No getting permits mentioned from city or council needed -

No Site Visits

JEFFERSON DAVIS PARISH SCHOOL BOARD
Form 470
Application Number: 205520000543782

Need to use our own IP address p 2.3.3

1/17/06 5% Discount on Internet was verbal if got WAN + Int

Internet Access

&

Wide Area Connectivity Telecommunication Services

2006 RESPONSE to 470#: 205520000543782

Jefferson Davis School District

2006-2007 School Year

PRESENTED BY:

Skyrider Communications, Inc.
2900 Louisville Avenue
Monroe, Louisiana 71201
318-410-0020

January 16, 2006

Section A. Cover Letter, And Executive Summary

SKYRIDER COMMUNICATIONS

December 7, 2004

Ms. Helen Atchison
Curriculum Technology Specialist
Jefferson Davis Parish School Board
1628 South Thibodaux Road
Jennings, Louisiana 70546

Dear. **Ms. Atchison:**

It is our privilege at Skyrider Communications to be able to present to you our response to the **Jefferson Davis Parish School Board's** 470 / RFP for 2006-2007.

Skyrider Communications, Inc, and its parent company Family Tel of Louisiana, LLC, believe in school districts like **Jefferson Davis Parish School System.** We are determined to implement the finest and most affordable overall systems in our state. Our desire is to perform your bandwidth improvements with an unsurpassed level of experience and commitment.

We believe Skyrider is the best choice when considering a digital transmission method. We are ready and able to perform the services described in the RFP.

Lastly, we humbly and respectfully request that **Jefferson Davis Parish School System** accept our proposal for **Internet & WAN Connectivity.** We are confident that mutually we will have a reliable and bright future forging the educations of our nation's future leaders.

Sincerely,

Wayne Kairdolf
Vice President
Skyrider Communications, Inc

Executive Summary

Skyrider Communications, Inc, is pleased to have submitted a response to this **470 / RFP**. It is Skyrider's commitment and experience that makes us the most dependable choice for **Wide Area Networking** in the **K-12 education** market. We hope to share our success with your district.

Skyrider is offering **Jefferson Davis Parish** several system options with speeds up to roughly **300 Mbps**. Many diverse pricing proposals are being submitted. Each proposal is unique with respect to bandwidth options, installation charges, and monthly recurring fees.

We focus on providing solutions that match your bandwidth needs on a site-by-site basis. Skyrider engineers and designs an all-inclusive and all-encompassing IP-based, large scale digital network solution built specifically with **Jefferson Davis Parish** in mind.

Skyrider's team personally constructs, installs and configures the network. Skyrider has certified wireless and terrestrial network architects and engineers on staff to ensure system stability. After installation, Skyrider will educate and prepare the customer on the newly implemented systems and applications. Skyrider then operates and maintains the system, monitoring 24 hours a day, and dispatching technicians if needed. Skyrider also has a top-notch customer service team ready to assist via our customer website login, telephone, email, or mobile. Finally, Skyrider has expertise available to assist the customer's staff in capturing eligible funding from sources such as the USAC SLD and other Federal and state technology funding sources.

Lastly and most importantly, we are a company based on traditional values. It is morals and ethics that have placed us in our success. We intend upon furthering our trustworthy relationship that we have established in the private sector with many school districts and government agencies in the Gulf Coast region. Mutually our success at this new level will be unmatched.

Section B. Letters of Recommendation

Detel also uses the Advanced Encryption Standard (AES) for an added level of security. For further info on the AES standard of encryption that is used see the development website: http://csrc.nist.gov/CryptoToolkit/aes/round2/aesfact.html

4.2.6 Network Monitoring

Detel Wireless is very proactive when it comes to network monitoring. Detel utilizes the WhatsUp Gold network monitoring software package. WhatsUp Gold is a web-enabled monitoring program that provides detailed information about the network. For more information on WhatsUp Gold, please see the brochure found in Attachment D at the end of this document and/or visit the WhatsUp Gold website at: http://www.whatsupgold.com/Products/WhatsUp/index.html.

Normal network monitoring is included in the monthly recurring cost of the service. For additional monitoring capabilities, such as monthly reports showing bandwidth used at each location and Internet bandwidth utilization, Detel can offer a bundled service that can provide monthly statistics for each of the 22 individual locations. This pricing has been included in Section 7.0.

Existing reporting procedures were put into practice to allow network administrators to determine when additional bandwidth is required. Given the amount of bandwidth being proposed, this level of statistics reporting may not be required for years to come.

4.3 Quality of Service and Scalability

Detel is proposing a point-to-point solution for internet access connectivity. The first option is using a T1. The remaining options are using wireless DS-3 facilities to provide the bandwidth. Regardless of the proposed wireless bandwidth option selected, the solution is capable of being expanded up to 45 Mbps without additional equipment or even on-site visits.

For web surfing and email, quality of service (QoS) is not a concern, so if someone is patient enough, they could still use slow dialup connections. However, when a data network also carries voice and video traffic, QoS can become a huge issue. Without quality of service, voice calls or video conferences can become full of jitter or in the worse case dropped.

Since this is an IP solution and essentially an Ethernet solution, the same limitations on quality of service exist as on a Local Area Network (LAN). The current Internet Protocol standard (IPv4) does not have any provisions for distinguishing packet payload or traffic types (e.g. voice, video, email, etc), and therefore cannot assign priority to the different classes of service. As IPv6 becomes more readily available, this problem should be solved. Currently, the two ways to handle this concern are to either utilize an alternate transport protocol (e.g. Frame Relay or ATM) that can distinguish between classes of service or to increase the amount of bandwidth in the network to such an extent as to reduce the amount of congestion and collisions. In this proposal, the latter option is addressed.

Detel is proposing to install full DS3 facilities to provide transport to and from Detel's network backbone. All internet traffic is then throttled down to the subscribed internet access bandwidth before reaching the internet. Since the internet currently cannot offer QoS or even guarantee response times, neither Detel nor any other carrier can ensure QoS across the web.

Iberville Parish School Board

MARTIN H. BERA
Superintendent
Secretary-Treasurer

MELVIN LODGE
President

GLYNA KELLEY
Vice-President

To Whom It May Concern:

It is my sincere pleasure to recommend SkyRider Communications to any entity wishing to expand and improve the capacity of their telecommunications. In this volatile year where excuses would be justified and lack of performance completely understandable, the members of the SkyRider team have gone above and beyond what would be considered acceptable and surpassed any expectation of customer service that the Iberville Parish School System could have anticipated. From the initial point of installation, through configuration and implementation of the system, SkyRider has pursued their undertaking with a vigor and dedication unparalleled in the wireless field. Although no project of this magnitude could be pursued without some obstacles, especially in recent months, the enthusiasm and commitment of the SkyRider staff should be commended. They worked tirelessly to ensure that our system maintained the highest level of connectivity and we experienced a minimum amount of downtime. SkyRider has been able to respond to any hint of a setback with great haste, in most instances prior to the realization of a problem on the school system's end. It is my firm belief that any district can feel comfortable entering into an agreement with SkyRider Communications without the slightest degree of trepidation. You will not be disappointed. Please feel free to contact me with any questions or concerns you may have.

Sincerely,

Leslie Blanchard

Leslie Blanchard
Instructional Technology
Iberville Parish School Board

P.O. BOX 151 • PLAQUEMINE, LA 70765-0151 • PH. (225) 687-4341 • FAX (225) 687-5408 • www.ipsb.net

Confidential
Skyrider Communications *2900 Louisville Avenue* Monroe, La 71201

LOUIS E. THIBODAUX, President

JO ANN MATTHEWS, Superintendent

Lafourche Parish School Board
OFFICE OF SUPERINTENDENT
P. O. BOX 879
THIBODAUX, LOUISIANA 70302-0879
PHONE: 985-446-5631
FAX: 985-446-0801

December 19, 2005

Wayne Kairdolf
Skyrider Communications

Dear Wayne,

As we near the final completion of our wireless Wide Area network installation, I wanted to communicate to you some of my observations from the last several months.

Soon after Skyrider began the switchover of our internet service in early August, and the preparations for our wireless WAN implementation were underway, our area was hit by Hurricane Katrina, causing the greatest natural disaster in our nation's history. Although our parish was not directly struck, we nonetheless experienced a great deal of disruption for many weeks. I was very pleased to see the efforts of Skyrider, and you in particular, in restoring our Internet connectivity as quickly as possible. Your thinking outside the box and your "can do" attitude were valuable to us in our time of need.

I also appreciate the willingness on your part to help us achieve a high degree of uptime, and your efforts in that regard.

We look forward to a long and continued relationship with Skyrider, as we continue the modernization of our network infrastructure.

Sincerely,

Britt Ledet

Britt Ledet
DP/Technology Director

Section C. Table of Contents

Table of Contents

1 Qualifications

1.1 Vendor Qualifications

1.1.1 Carrier Qualifications

Skyrider is an emerging provider of "last mile" connectivity and high-speed Internet access for K-12 schools, government and municipalities, healthcare systems, libraries and colleges or universities. Skyrider focuses on designing, installing, operating and maintaining wireless wide area network systems (WWAN) that utilize spread spectrum equipment. Skyrider also offers several fiber speed Internet Access options

Skyrider Communications, Inc. is a subsidiary of HomeTel, Inc. HomeTel, Inc. is a $10 million per year registered CLEC and the parent company of FamilyTel of Louisiana, LLC. HomeTel, Inc. provides local, long distance and wireless telecommunications services in Arkansas, Louisiana, Missouri, Mississippi, Oklahoma, Texas and Alabama.

Our ability to seamlessly integrate wired and wireless solutions has enabled us to provide services that are much more economical than traditional methods. Our staff has assisted in the design and operation of many of the state's largest WANs, covering hundreds of square miles and delivering bandwidths of up to 1 Gigabit. As a licensed telecommunications carrier with over 20,000 communication lines under our parent company, we provide unmatched management and customer service.

The managing partners have over a combined 100 years experience in the communications industry providing solutions in various markets. Skyrider has a Cisco Certified Internet Expert (CCIE) on staff, as well as, a certified Broadband Wireless Access Experts and a Certified Wireless Network Administrator (CWNA). The later two are vendor neutral WLAN training and certifications created by industry leading experts.

1.1.2 SLD Qualifications

The Filer 499 Id assigned to Skyrider Communications is 824856. Skyrider Communications is registered with Schools and Libraries Division. The SPIN for Skyrider Communications, Inc. is 143028749.

1.1.3 Federal Communications Commission (FCC) and State of Louisiana Public Service Commission (PSC) Qualifications

FamilyTel is registered with both the FCC and the PSC in the State of Louisiana. Please see Attachment A for a copy our Louisiana State Certification.

1.1.4 Staff Locations and Availability

Skyrider Communications, and its parent company, FamilyTel, maintain offices locations in following locations:

Main Branch 2900 Louisville Avenue Monroe, Louisiana 71201 (318) 410-0020	Southeastern Louisiana Branch 14226 Shenandoah Ave. Baton Rouge, LA 70817 (225) 266-2794
Central Louisiana Branch 880 Philadelphia Road Deville, Louisiana 71328 (318) 466-0042	Texas Branch 108 South Pinkerton Street; Suite 105 Athens, Texas 75751
Mississippi Branch 1700 Terry Rd Vicksburg, MS 39204	Arkansas Branch 401 West Hillsboro Street El Dorado, AR 71730

Skyrider maintains a 24/7 System Monitoring facility that identifies issues as soon as they arise. A large amount of troubleshooting and fault isolation can be done remotely. When needed, there will be a field technician will also be on call 24/7.

1.1.5 References

Below, is a table listing references for Skyrider or our staff. Most have give permission to be contacted by our potential customers, and we encourage anyone interested to give them a call.

Iberville Parish School Board – Leslie Blanchard – (225) 687-4341

Iberville Parish School Board - Doug Durand – Technology Coordinator – (225) 687-4341

Lafourche Parish School Board - Britt Ledet – Technology Coordinator – (985) 446-5631

Lafourche Parish School Board - Terry Eymard – Data Processing – (985) 446-5631

Assumption Parish School Board – Joshua Naquin – Technology Coordinator – (985) 369-7251

Assumption Parish School Board – Malissa Boudreaux – Business Administrator – (985) 369-7251

Cameron Parish Public Library - Charlotte Trosclair – Director (337) 274-1095

Opelosus General Hospital – Mark Brockman – Network Administrator – (337) 943-7113

G & G Computers, Inc. – Chad Burks – Sales Manager (225) 281-0566

G & G Computers, Inc. – Chris Juneau – Technical Manager (337) 207-2886

Proxim Corporation – Ray Copeland – Wireless Engineer (504) 343-5175

Proxim Corporation – Jody Nicewonger – Sales Manager (408) 230-6474

Cerogon Networks, Inc. – Todd Ishee – Regional Director (256) 520-7965

1.2 Primary and Alternate Contacts

Here are Skyrider's current primary and alternate contacts for **Jefferson Davis Parish School System.**

Primary Contact	Alternate Contact
Wayne M. Kairdolf, Jr. Vice President 2900 Louisville Avenue Monroe, Louisiana 71201 Email: wayne@skyrideronline.com telepbone: (318) 410-0020 toll free: (800) 536-7035 fax: (866) 829-9755 mobile: (318) 229-2888	**Dustin Brooks** Director of Engineering 2900 Louisville Avenue Monroe, Louisiana 71201 Email: dustin@skyrideronline.com telephone: (318) 410-0020 toll free: (800) 536-7035 fax: (318) 851-5983 mobile: (318) 805-6316

1.3 Company Overview

SkyRider Communications is a privately held Louisiana company headquartered in Monroe, Louisiana. Within Louisiana, we service the state with office locations in Northeast (Monroe), Southeast (Baton Rouge), and Central Louisiana (Alexandria).

SkyRider Communlcations is the best-of-breed carrier grade secure service provider focused on the delivery of ultra high bandwidth infrastructure to residential, commercial, state and local governments, higher-education and K-12 markets in the states of Louisiana, Mississippi, Texas, Alabama, Arkansas, Oklahoma, and Missouri. Our services iocorporate both wired and wireless solutions that seamlessly enable the delivery of applications to anyone, anywhere, at anytime.

SkyRider understands the business initiatives and goals of our clients, their critical success factors, corporate / organizational initiatives and their long-term business strategies. SkyRider not only delivers a 24 by 7 Network Operations Center, but we also have the keen ability to work in sync with other vendors whicb better serves our customers.

Our mission is to enhance our clients' ability to communicate efficiently by delivering a single converged network supporting voice, video and data. SkyRider is a great service provider, dedicated to helping organizations build solid technology foundations. The company has developed a comprehensive suite of offerings and professiooal services that allow organizations to leverage the latest enabling technologies to meet their districts' goals and toitiatives. We accomplish this task through leadiog edge knowledge and state-

of-the-art solutions from the industry's leaders. SkyRider offers consulting services in the areas of Network Design, Project Management, Network Operations, Network Management and Network Security.

Relationships with the industry's leading network innovators have allowed SkyRider to develop a comprehensive core of expertise unique among communications companies. These innovative leaders include Cisco Systems, Proxim, Orthogon, Ceragon, Stratex, Alcatel, Adtran, and Radiowaves among others.

SkyRider Communications and its parent company FamilyTel of Louisiana, LLC are a Tier – 2 Backbone Internet Service Provider (ISP). Our facilities interconnect directly with UUNET and Sprint for redundancy and reliability purposes. Our primary business is operating and providing telecommunications and Internet service.

SkyRider understands the application of technology to real companies, libraries, & school districts and can provide keen insight into IT strategy, project feasibility and infrastructure design. SkyRider has assembled a team that has the talent, skills, knowledge and experience that is necessary to provide the level of support that is required in this day and age. The members of our team bring significant knowledge of services, support and operations, as well as a great deal of experience working with large scale service organizations. The company's technical teams include some of the top talent in the industry, with experience in Wireless and Wired Communication Media, IP Telephony, IP Data, IP Video, Security, Disaster Recovery, Server-Based Computing, Internetworking Solutions and Project Management, etc.

In addition, SkyRider has expertise to hit the ground running and immediately add value to methodologies, processes and operations. The company's engineers hold top-level certifications and are subject-matter experts in their area of focus. Our consultants have in-depth knowledge of both business and technology issues, and our account managers coordinate the people, products and services required to meet your objectives.

SkyRider looks forward creating a strategic partnership with your agency to enhance the education of our nations future leaders.

Section E. Technical Proposal

2 Technical Proposal

2.1 Wireless Microwave Connectivity Overview

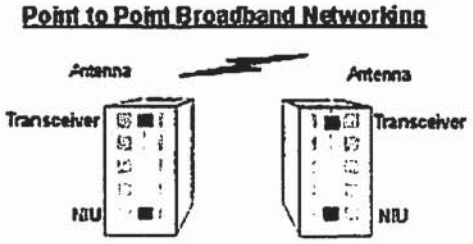
Wireless broadband refers to the wireless network technology that addresses the "last mile" problem whereby an isolated customer premises can connect to an ISP or carrier's backbone network without leasing expensive traditional T-1 and higher speed copper or fiber channels from the local telecommunication service provider. Wireless broadband refers to fixed (non-mobile) wireless connectivity that can be utilized by enterprises, businesses, school systems, households and telecommuters who travel from one fixed location to another fixed location. In our networks current configuration it does not address the needs of "mobile users" on the road entirely.

Technologically, wireless broadband is an extension of the point-to-point, wireless-LAN bridging concept to deliver microwave high-speed and high capacity pipe that can be used for voice, multi-media and Internet access services. While in simple implementations, primary use of wireless broadband is for connecting LANs to the Internet, in more sophisticated implementations, you may connect multiple services (data, voice, and video) over the same pipe.

Wireless broadband market is expanding very fast. According to Strategic Research – a telecommunications market research company, broadband market is projected to be $16.3 billion U.S. in 2004. The subscriber base will grow to almost 10 million, according to Allied Business Intelligence - a market research company.

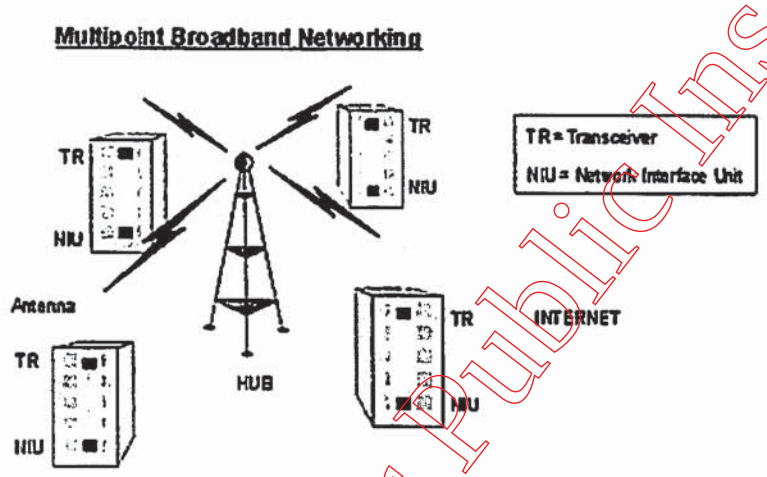
2.1.1 How Does Carrier Grade Wireless Microwave Network Operate?

Essentially you need a piece of equipment (CPE – see definition later) in each building where you want to connect two LAN segments. For those situations, where a clear line of sight is not available, one or multiple hubs may be deployed – acting as repeaters and logical diverters of radio signals. The Customer Premise Equipment (CPE) or Subscriber Unit in most implementations consists of two fundamental components: a Network Interface Unit (NIU) - an indoor unit providing circuit emulation and Ethernet data services – essentially a Transceiver and an antenna unit mounted on the top or side of the building. In some cases, the transceiver and antenna are integrated into one unit – e.g. in Nortel's Reunion Broadband Wireless Access products. NIU is connected to the data network (typically a LAN) in the two buildings.



Where multiple services (voice and data are employed), there is another piece of equipment that is called Base station equipment – that provides multiplexing and channel separation.

In those cases where a clear line of site is not available between two points or where multiple locations need to be served, there is a Hub in the center as shown in the following schematic.



Differences in data transfer between components reveal some of the benefits of a wireless system as opposed to other technical alternatives like cable and Digital Subscriber Line (DSL), or traditional ISDN. Whereas cable and DSL utilize Frequency Division Duplexing (FDD), Wireless is able to support all applications while offering the entire bandwidth for balancing upstream and downstream packet traffic. Wireless does this by utilizing Time Division Multiplexing technology, recently advocated by the Universal Wireless Communication Consortium as the benchmark for Wireless Broadband technology. The difference is that FDD requires allocations of upstream and downstream traffic meaning they are asymmetric, and are unable to support bandwidth-hungry 2nd generation applications such as Video Conferencing, Multimedia Email, Interactive Gaming, Online Banking, and other applications on the horizon for business and residence alike.

2.1.2 Solution Scenarios - Where Wireless Broadband Is Useful

Implementation depends on the type of entity, its network needs and usage. These needs are different for households, small, medium and large entities. Typical wireless broadband applications are:

- Internet access: where it is difficult/expensive to lay pipe in cities/rural areas
- Inter-LAN connectivity in a campus environment
- Inter-building connectivity in a down town core where cable digging is a problem and expensive
- Multimedia or video connection for TV services
- Distance-learning based on permanent connections to remote areas where instructor material is based on using multi-media material

- Government facilities in distant areas
- Telemedicine and medical facilities: in patient/out patient, emergency rooms, surgery
- "As needed" connectivity in contrast to permanent connectivity
- Connecting historic or older buildings where laying cable could be difficult or expensive
- Outdoor, field operations: disaster recovery, battlefields
- Home banking
- Interactive Gaming sites

2.1.3 Competitive Technology Alternatives

- Lease traditional T-1 and T-3 services from local Telco
- Lease DSL services from Telco: One vendor, Alcatel, offers 3dSL for copper wire infrastructures which uses IP multicast over an asymmetric digital subscriber line (ADSL) with ATM. From 1.544 Mbps to 512 Kbps downstream and about 128 Kbps upstream. A DSL line can carry both data and voice signals and the data part of the line is continuously connected.
- Lease similar data services from the cable providers
- Lease Teledesic LEOS service (Low entry orbit satellites) - trying to compete with spare capacity on these satellites
- Implement WLAN - Wireless Local Area Networks in a campus environment with wireless bridges connecting the two LAN segments in two buildings

2.1.4 Costs and Benefits

- Acquisition and set up costs can be much less than ongoing monthly leased line charges for competing technologies. Business case for wireless broadband consists of comparing capital acquisition costs of wireless broadband amortized over a five-year period plus monthly equipment maintenance charges against circuit lease charges for the same period for T-1, xDSL or cable services.
- You can avoid long lead times for getting T-1 and higher speed circuits from Telco in certain areas of downtown core or outlying areas where they may not have a service.
- Growth and upgrade costs for wireless broadband are much less. Therefore, you can start with just the required capacity and add to it as requirements grow – therefore emphasize upgrade and scalability of the equipment that you select.
- Reliability is quite high – Skyrider quotes @ 99.999% availability. However, atmospheric conditions do affect service and sustained availability is perhaps lower at times than above figures.
- Temporary locations or T-buildings that relocate frequently can benefit from wireless broadband
- Rapid deployment: Wireless subscription and connection is faster
- Wireless broadband can be implemented in incremental fashion. Therefore, network or ISP strategy is "implementing as needed". This reduces capital expenditure.

2.1.5 Advantages of Wireless to Wired Communications

Wired and wireless systems are more complementary than competitive. But wireless technologies have been gaining fast because of the inherent advantages of wireless systems. They are:

- Cost-effective: Wireless systems have lower costs and can drive revenue, so that it is quicker to recoup investments in wireless systems than in wired systems.
- Simple: Wireless links can be deployed faster than wireline: There is no digging, no pulling cable and there are no major zoning issues. Once set up, it usually needs very little management. Performance can be indistinguishable from wired links.
- Flexible: The wireless network can be modified to meet changing bandwidth needs or locations. Wired alternatives may be better, but often there is no wired alternative.
- Available: Wireless links can be deployed anywhere there is line-of-sight between nodes — urban, suburban and rural locations alike. Coverage remains one of the biggest inhibitors to adoption, especially in large countries, but in the United States, for example, wireless WAN services cover 90 percent of the country by population and 25 percent by geography.
- Reliable: Skyrider and some other fixed wireless service vendors are guaranteeing over 99 percent reliability, backed up with service-level agreements. Mobile services have yet to support such high reliability.

2.2 Network Connectivity (Wide Area Network)

2.2.1 Bandwidth Options

Skyrider is proposing several wireless solutions with different bandwidth options. One of the available options provides 36 Mbps to each of the schools and 100 Mbps for the backhaul to the School Board. Other available options provide 60 Mbps to each of the schools and 300 Mbps for the backhaul to the School Board. Further options are available for negotiation providing a full 1 Gigabyte to each of the schools and for the backhaul to the School Board. All of the bandwidth offerings discussed are committed information rates (CIR) and should not fall below the proposed speeds.

The amount of bandwidth offered in some solutions may exceed that which was requested. The reason for the increased amounts is due to the increase in the use of networks in the school system. Traditionally, networks were primarily used for passing data. In a school system today, however, the data networks are used for Voice Over IP Networking, distance learning & educational, video conferences and video streaming of educational material. With the addition of these services, bandwidth requirements increase rapidly.

One analogy that can be made is that of the computer. As computer manufactures put faster processor, more RAM and more storage space computers, the programmers created larger and larger software to utilize the resources. The same can be said about data networks. At one time, a 9600 baud modem was quite sufficient when compared to the 300 and 1200 baud modems. Fortunately, the majority of data was simply text messages and numbers being sent across the networks. But as the World Wide Web (WWW)

exploded in the early 1990s, there was a need for faster connections. Broadband to the home is becoming common place today using cable modems and xDSL lines. Some communities are even offering fiber optics to the curb. As implied earlier, the more bandwidth allocated the media that will become available to consume that bandwidth.

2.2.2 IP Addressing

Existing subnets in schools are not affected by the introduction of the Wireless WAN.

2.3 Internet Connectivity

2.3.1 Bandwidth

Skyrider is proposing a wide range of bandwidth options to school systems around the state. Skyrider's T1 internet access facilities are point-to-point landline based and wireless or fiber point-to-point DS3 links for higher speeds. The bandwidth options range from 1.5 Mbps (T1) to 45 Mbps (full DS3).

2.3.2 Reporting

As part of Skyrider's internet service offering, customers can receive monthly reports at no additional cost. These reports are generated by a network traffic manager, and can supply information for all of the common network service metrics.

In addition to providing common network metrics, Skyrider can offer (AIS) Advanced Internet Site reporting that provides details on which sites are hit most often, information concerning hits on specific web sites, which computers generated the most traffic, and many other details that might be of interest to network administrators as well as other offices within school districts.

2.3.3 Internet IP Addressing

Need to use our own IP Addresses

Skyrider can provide 32 public IP addresses without any justification. If more than 32 public addresses are requested, UUNet, and thus Skyrider, requires written justification to be filed and approved prior to delivering the additional addresses. Given that most school systems currently use fewer than 10 public addresses, the 32 restriction should not be a problem. Skyrider will generally assign 16 public IP addresses should a contract be signed.

2.3.4 Firewall Service

Skyrider can offer network based firewall services that helps to remove the network administrator's pain of managing the firewall. These capabilities provide protection from intrusion and can give the customer peace of mind.

2.3.5 Advanced Internet Site reporting

In addition to providing common network metrics, Skyrider can offer Advanced Internet Site reporting that provides details on which sites are hit most often, information concerning hits on specific web sites, which computers generated the most traffic, and many other details that might be of interest to network administrators.

2.4 Skyrider Wireless Security

Security is an area of concern for those considering the use of fixed wireless devices to transmit data. Because fixed wireless bridges transmit signals into the "air," the perception has been that anyone could receive and possibly "steal" the user's data. Skyrider's wireless Ethernet bridges provide exceptional throughput while minimizing the possibility of security breaches. From the beginning, security was a central focus for the Skyrider design team. The results: A robust security framework featuring a variety of countermeasures which support Internet and a Wide Area Network's rigorous security strategy.

2.4.1 Password Protection

Skyrider's carrier grade backhaul radios includes two levels of password protection with one for monitor and a second password providing monitor/modify privileges. This dual-level password protection enables staff in the field to monitor performance and check diagnostics while keeping critical information restricted to system managers.

2.4.2 Transmission Protection

Skyrider's radio's transmission signal is so unique that it requires another uniquely seeded bridge or router to receive and decode the signal. The Ethernet and T1/E1 traffic (along with associated specialized control & monitoring information for the link) is assembled in a proprietary framing structure and sent to the receiving bridge. The data remains encoded until it is received and disassembled by the authorized bridge at the other end.

Data is scrambled in a nearly random pattern prior to transmission and subsequently processed by a Forward Error Correction encoder before being sent. This encoder adds specific bits of data to the information being transmitted: bits which are subsequently processed by the receiving bridge to ensure data integrity. These bits appear to be random but are actually used to correct errors in transmission and maintain 1x10-12 BER.

One basic tenet of the fixed wireless technology used by Skyrider is the requirement for "line of sight." Our radios transmitting and receiving antennas communicate through a relatively narrow radio frequency (RF) beam. This directional point-to-point RF approach is in stark contrast to some omni-directional antennas used in "mobile" environments where anyone in the vicinity could receive the signal. With Skyrider, only an antenna firmly in the focused RF target area could receive information. By its very nature, our exclusive microwave backhaul radios use point-to-point wireless technology that minimizes the opportunity for intrusion.

2.4.3 Data Coding

One of the most powerful aspects of our radio's security features is data coding. Potential intruders would have to obtain a unique data transmission code sequence set by the administrator. We provide a binary security function that can provide up to 768 security

coding for data being transmitted. This coding is set by the administrator and can be changed in a secure fashion using a web browser or via SNMP using existing System & Network Management software. If someone attempted to break a radios security coding, it is estimated that it would take about 45 million years to try all of the possible codes.

The sending wireless device "handshakes" with the receiving unit, at one second intervals, to verify that the user-assigned code matches. To protect this code further, the code is sent – not in clear text – but in an encoded fashion. If the code comparison does not match, then the subscriber immediately terminates transmission, causing any IP traffic to cease flowing in either direction. At any time, through the use of SNMP and/or the HTTP user interface, the system manager can change the security code remotely in order to add another level of protection.

2.4.4 Enhanced Security Options

Third party products can be added to our security framework to further encrypt the data stream. Products such as a DES (Data Encryption Standard) device, can provide two levels of encryption with either a 56-bit or 168-bit key. Configurations including such products require a device at each end of the link to affect the data portion of the Ethernet packets. NetHawk is IEEE 802.3 compliant and connects flawlessly with our devices.

2.4.5 Skyrider Communications and 802.11: Apples & Oranges

The IEEE standard for wireless LAN communications, 802.11, was recently featured in the news when the Wireless Equivalent Privacy (WEP) protocol used by 802.11 was discovered to have flaws. These flaws left the 802.11 technology vulnerable to attacks that could decrypt traffic. The 802.11 technology is used predominately in point-to-multipoint applications such as wireless LAN connectivity for PCs and local LAN devices.

Our devices are very different than the devices impacted by 802.11 because our manufacturer's design focus has been and continues to be on point-to-point communications rather than point-to-multipoint communications. We adhere to 802.3 standards and use a different security scheme than used by 802.11 devices. The proprietary nature of our manufacturer's technology precludes challenges such as that encountered by 802.11 and WEP technology.

2.4.6 Additional Proposals

In addition to the wireless broadband security, Skyrider offers the option of building GRE or IPSEC tunnels between its locations to encrypt the traffic end-to-end. It is the desire of Skyrider to co-develop a security policy with the school district that meets their requirements and matches or compliments our delivery service.

2.5 System Monitoring

Skyrider's approach to system monitoring is proactive. Skyrider proposes an onsite monitoring station that will serve several functions on our resources including, but not limited to: device configuration and backup, device health, threshold monitoring, event notification, and local and remote control (over the Internet).

In addition to Skyrider's standard network monitoring, Skyrider can provide customized views, notifications, and reporting at an additional cost based on tailoring the reporting to the districts exact needs.

2.6 Quality of Service and Scalability

Skyrider recommends to co-develop an end-to-end QoS model with the school district using their existing infrastructure or newly implemented Cisco 3550 and Allied Telesyn Layer 3 devices and our core Cisco products and Proxim wireless radios to classify, mark, and prioritize IP voice or video over IP data traffic.

One approach could be to configure the school's with Cisco 3550 or Allied Telesyn Routers and the central office to classify, mark, and prioritize the IP voice or video traffic before being injected into the wireless wide area network (WWAN) and allowing that marking to be carried untouched so that the WWAN can make priority queue decisions as well when the prioritized IP voice or video traffic has reached its destination and since the marking is untouched from the original classification now the destination local area network (LAN) can make priority queue decisions creating an end-to-end QoS policy.

Skyrider is proposing Proxim, Cisco, and Alied Telesyn device that have intelligence capability to distinguish and prioritize traffic. The Proxim radios will be used for both the multipoint configuration from the school's to a centralized tower, point-to-point configuration between towers creating a physical and logical ring topology, and point-to-point configuration between the ring topology and the school board office as depicted in Network Diagrams. The Cisco devices will be a fixed form switch probably a Catalyst 3550 at the base of each tower where each of the corresponding tower's radios will be connected each forming a virtual 10/100/1000 Ethernet segment between each location.

SECTION F. INSTALLATION

3 Wireless Installation Process

3.1 Preliminary Pre-Approval Concerns

Making a successful switch from one Service Provider to another is a huge concern for every new client we "cut-over". For some districts it is as simple as applying for the current configuration already in place as well as applying for the advanced wireless technology with Skyrider. This is perfectly allowed within the guidelines and parameters of the E-rate process. The purpose is to have your current service continued into the new year until the incoming service provider is approved to be your vendor under E-rate, which can often take several months into the new school year.

Some districts may fear that the "old" or current service provider may opt to discontinue the service that they are currently being offered (at the end of the school year). No longer entering into a partial contract for the new year because of the districts decision to award the contract to another alternate service provider. The concern is that the district will be left for several months with no Internet or WAN connectivity while awaiting our wireless solutions approval by E-rate.

In order to alleviate any major reservations to doing business with Skyrider we have made a decision to supply the districts with seamless connectivity or bandwidth meeting or exceeding there configuration with installation occurring during the summer months while awaiting the wireless solutions approval by E-rate. Typically this involves an overlay of T1's and Internet access via a month to month wired T1 agreement with the local telephone company (i.e. BellSouth). Skyrider will also terminate a new T1 or fiber to our POP instead of the districts communication line to the current ISP's POP (i.e. the former or vendor). This minor configuration will result in our promise to keep the school district connected without disruption. This will also take place at NO ADDITIONAL charge to the school district in return for their good faith decision to switch to Skyrider Communications, Inc.

3.2 Installation Process

Every successful project begins with proper planning and project management. It is Skyrider's intention to provide the schools with a successful system rollout. This is accomplished by proper project management and by utilizing a staff of over 30 highly seasoned veterans in communication technology.

By working closely with the districts staff during the installation process, Skyrider can be a valuable resource to keep the team informed of the latest and greatest technologies. By doing this, Skyrider can guarantee that the technology implemented has the capability to be updated and enhanced in the future. This should give **Jefferson Davis Parish School System** the confidence that their new wireless network will not become obsolete as soon as the installation is complete.

Skyrider views the installation as a five step process:

1. Preliminary Network Design
2. Final Network Planning
3. Staging & Pre-configuration
4. Network Installation
5. Post Installation Support

By following this procedure, Skyrider can ensure a successful deployment. Each of the five steps is described in the following sections.

3.2.1 Step 1: Preliminary Network Design

This step is normally conducted closer to the signing of a contract; however in the case of **Jefferson Davis Parish School System**, the preliminary site survey has been performed already. This first step in the process requires a physical survey of the customer's premises to identify the best possible locations to install subscriber units and to ensure 100% wireless coverage throughout the district, along with maximum performance, within the desired area.

When considering the use of wireless equipment, it is extremely difficult to predict the propagation of radio waves and detect the presence of interfering signals without the use of specialized test equipment. As a result, Skyrider has already performed several RF site surveys to understand fully the behavior of the proposed radios within confines of **Jefferson Davis Parish School District.**

The alternate goal of an RF site survey is to gather enough information and data to determine the number and placement of Base Stations that will provide the coverage necessary. Coverage necessary usually means the support of a minimum data rate in a given area. An RF site Survey has also been performed to detect the presence of radio interference coming from other sources (i.e. Wireless LAN's) that could degrade the performance of the **Wireless WAN**. This is done so as not to leave any portion of the deployment up to chance.

To ensure the accuracy of the final site survey report that Skyrider performs, only the latest and most sophisticated equipment is used. Spectrum Analyzers are used as a guiding tool to begin the survey. Afterwards, actual equipment is tested and retested, and then finally a report is generated to help budget the network costs. We have already performed a spectrum analysis and have seen nothing other than favorable results within **Jefferson Davis** that are conducive to a **Wireless WAN** in your district. A copy of the spectrum analysis is entered into Attachment D.

3.2.2 Step 2: Final Network Planning

This step usually begins shortly after a contract has been signed. The first thing that happens is the assignment of a project manager. It is the project manager's job to keep the rest of the process on track and on schedule. This step is of the utmost importance considering the magnitude of these outdoor carrier grade networks. Skyrider will design the network infrastructure to fit the specific terrain. Using the information obtained during the site survey, and the pre-contract cost analysis. Skyrider will design a network for your specific environment that will ensure complete propagation to each of your locations. Having already installed networks in some very harsh and unusual locations, there are very few challenges the Skyrider team has yet to face.

Placement of the base stations on the towers is a crucial decision, as it determines the number of subscriber locations you can communicate with currently and in the future. It also ensures that highly trafficked locations are covered properly. With the level of expertise our technicians have, they will locate these base stations, and make sure the coverage provided in all areas takes into account their high level of priority and importance.

Most areas in the district will actually be served by more than one base station, so if a base station should go down for any period of time, the wide area network connection will automatically be transferred to a running base station, nearly undetected by the end users.

3.2.3 Step 3: Staging & Pre-configuration

Before the actual installation, Skyrider will prepare all devices to ensure all units are configured properly and are in working order.

Though Staging seems like an extra step, it is one of the most important steps in the installation process. This extra step makes sure when the hardware arrives at your facility, the installed base stations are in working order and will provide the proper coverage to their destinations. Staging allows Skyrider to create a wireless network seamlessly allowing your network to stay up and running without any delays in realizing uptime.

3.2.4 Step 4: Network Installation

Based on the size of **Jefferson Davis Parish School System's WAN** and the placement of base stations, a complete wireless network infrastructure could be set up in under 1 month. During this time, Skyrider will install your wireless data connections, test and certify its operation. At completion, the installation will be documented for future reference.

The installation phase is the most physically demanding phase of the project. Using the survey report, the installation should be a smooth process. The base stations and

antennas will be installed at the facility using the marked up drawing made after the site survey. Usually, the higher the base stations and antennas are mounted, the better the signal will propagate.

Some of the activities that will take place during the installation include but are not limited to:

- Mounting of base stations
- Installation of monopoles at the facilities
- Mounting of subscriber antennas
- Connection of antennas to subscriber units
- Connection of Backbone LAN to subscriber units
- Connection of power to subscriber units
- Installation and connection of remote power systems
- Verification of coverage
- Configuration of base stations / termination sites and hardware to include:
  - Proper firmware level
  - Radio information (system ID, channel, bit rate)
  - IP addresses (provided by customer or us if we provide your backbone)
  - Verification of backbone connectivity
  - Propagation Checks

All cabling and power runs will be in place and tested prior to the installation of the subscriber sites. After completing the installation, testing for proper operation and coverage may indicate the need to move base stations and possibly use different settings. Finally, documentation on all the system hardware and software will be provided to the IT staff as an aid to be used when supporting the operational system. This includes a copy of the blueprints of the network, so you know exactly where the wireless devices are located and how the network is set-up.

3.2.5 Step 5: Post Installation Support

This step is added so that our customers understand that our relationship does not end when we complete the installation. Skyrider fully guarantees all of our high-quality offerings. We provide the complete turnkey solution for implementing your WAN. We not only get your WAN up and running, we also provide 24/7 proactive monitoring to ensure that it stays up and running. To the majority of your staff, the only difference they should notice is that there will no long be wired T1 lines coming into the demarcation.

While we hope you would never need to contact us to report a problem, we know this may not be the case all of the time. Any issues that may arise, or further needs in wireless networks, can be addressed by any Skyrider Technician.

3.3 Training

Skyrider has professional consultants on staff with real world, radio frequency and Layer 3 routing experience. We provide an all-inclusive system training program for your IT

support staff. This will prove to be very beneficial during the transitioning from current architecture to proposed Wireless WAN architecture to allow a smooth as possible support model.

Most of the training that will need to be performed will take place at a **Jefferson Davis Parish School System** facility with the IT support staff. They will be trained in Tier 1 support so that they can recognize any problems that would arise allowing the network to stay up and running more than 99.99% of the time. As stated elsewhere in this proposal, Skyrider will be proactively monitoring the **Jefferson Davis Parish School System** network to counter act any foreseeable issues prior to any down time.

3.4 Project Schedule

ID	Top-Level Task	Sub-Task	Duration	Responsible
	Preliminary Network Design			Network Design Team
1		Review of Site Survey Documentation	1 Week	Wayne Kairdolf
2		Physical site survey	3 Days	Zack Grisham
3		Determine number and placement of stations	1 Week	Dustin Brooks
4		Final Site Survey development and submittal	1 Week	Wayne Kairdolf
	Final Network Planning			Network Design Team
5		Assignment of Project Manager	1 Day	Wayne Kairdolf
6		Location of base stations	2 Day	Tower Team
7		Final Project Plan development and submittal	2 Weeks	Dustin Brooks
	Staging and Pre-Configuration			Installation Team
8		Staging and Configuration	3 Days	Ray Best

ID	Top-Level Task	Sub-Task	Duration	Responsible
9		Testing	1 Week	Ray Best
	Installation			Installation Team
10		Base Station mounting	1 Week	Matt Skinner
11		Monopole installation	3 Weeks	Danny Grisham
12		Antenna connection to subscriber units	1 Week	Matt Skinner
13		Backbone LAN connection to subscriber units	2 Days	Ray Best
15		Power connection to subscriber units	3 Days	Ray Best
16		Installation and connection of remote power systems	3 Days	Ray Best
17		Verification of Coverage	3 Days	Dustin Brooks
18		Base Station / Termination Site Configuration	1 Week	Dustin Brooks
19		1. Verify proper firmware level	1 Day	Ray Best
20		2. Verify Radio information	1 Day	Ray Best
21		3. Verify IP addresses	2 Days	G. Goddard
22		4. Verify backbone connectivity	1 Day	Dustin Brooks
23		5. Propagation Checks	1 Day	Dustin Brooks
24		As-built blueprints developed and submitted	1 Week	Lonnie Leger
	Post-Installation Support			Customer and Skyrider Management Team

ID	Top-Level Task	Sub-Task	Duration	Responsible
25		Maintenance Plan Development	1 Day	

3.5 Facility Coordination

Facility installations will be coordinated with the designated **Jefferson Davis Parish School System** representative(s).

3.6 Liability

Skyrider Communications is fully insured as an additional insured under its parent companies policy.

Copies of Skyrider Communications' Certificate of Insurance showing Liability and Workman's Compensation Coverage are available in Attachment E.

Section G. Terms, Maintenance, and Support

4 Terms, Maintenance, and Support

4.1 Contract Terms

Entrance into any formal agreement/contract is dependent on School Board approval, e-rate funding, and appropriation of funds by the district.

In accordance with the RFP, pricing has been submitted in Section 5. Any terms less than three or five years would be cost prohibited due to the large amount of capital expenditure required to set up the network, however they can be negotiated.

4.2 Maintenance

With Skyrider's 24 by 7 monitoring facility, the majority of problems that may arise will be diagnosed and repaired remotely. If the problem cannot be repaired remotely, a technician will be dispatched immediately. **We will proudly administer repairs with the 4 hour response time requested and 24 hour fix time.**

Jefferson Davis Parish School System will be given prior notice if the network needs to be taken down for repair or maintenance, and the work will be done either before or after hours during an agreed maintenance window.

4.3 Support

Though there will be many Skyrider Technicians assigned to set up the network, **Jefferson Davis Parish School System** will have one technician as your single point of contact for any questions you may have along the way to the higher speeds microwave wireless brings you and to help with any problems that may arise. While other Skyrider Technicians may assist in the site-survey, design, or installation of your network, you can rest assured that you are not a number; you are a name and a face. Skyrider is a large company with over 50 employees that simply prefers to act like a small one.

4.3.1 Support Contact List

Skyrider will always have at least 1 authorized service technician within a 50 mile radius of the district.

Skyrider will provide a "Single Point-of-Contact" as well as an escalation "chain-of-command" list to **Jefferson Davis Parish School System** if a contract is awarded.

4.3.2 Personnel

Skyrider and FamilyTel currently have a large technical staff that may be called upon by **Jefferson Davis Parish School System** in time of need. The staff will continue to grow in our wireless division over the next several years as more school systems, government agencies and enterprises move from the tethers of the **wireline** operators to our **wireless** networks.

5 Proposals

5.1 Billing

Skyrider Communications, Inc. will comply with Universal Service rules and bill the SLD and the school board separately for the proper proportions on each invoice when the service begins.

5.2 Pricing & Corresponding Diagrams

Skyrider Communications is pleased to offer the following proposals.

The first set of pricing is for a WIRELESS WIDE AREA NETWORK to replace the school point to point and frame T1's and the second set of pricing is for FIBER based Internet Access. The WIRELESS WAN pricing proposals presented in this document are listed for each site, but are based on winning a solution with serving ~~14~~ sites. If the school system is determines to deploy fewer than at least 13 sites, pricing will have to be renegotiated. THE WAN PRICING AND LOCATIONS IS A COMPLETELY SEPARATE PROPOSAL AND DOES NOT IMPACT THE INTERNET DS3 PRICING.

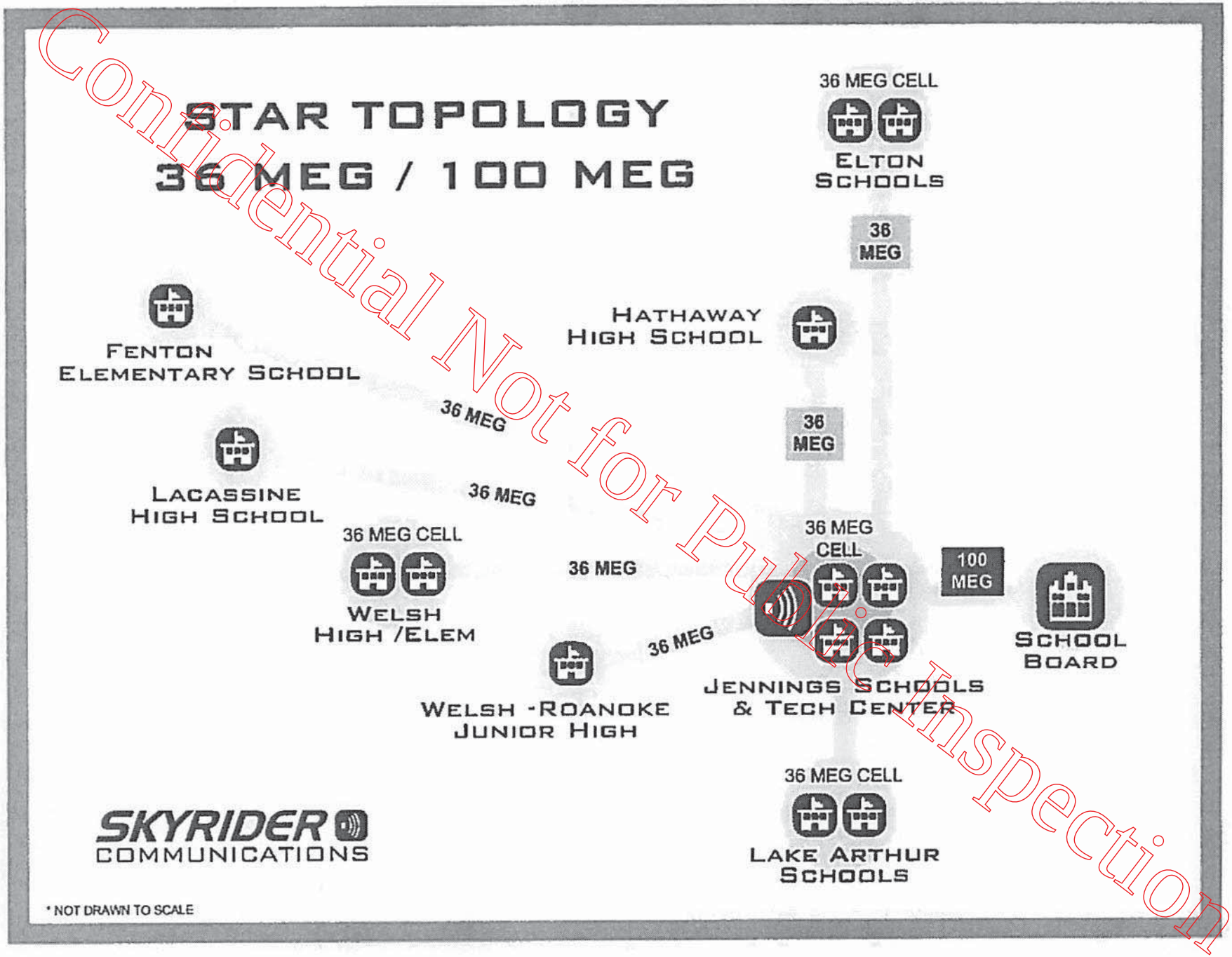
The prices provided covers all the network components to achieve the bandwidths offered. No additional equipment will need to be purchased. No additional routers will be needed to purchase. No additional maintenance will be needed to purchase. As stated previously, Skyrider can provide **Jefferson Davis Parish School System** with customized views, notifications, and reporting at an additional cost based on tailoring the reporting to **Jefferson Davis Parish's** exact needs.

Please see the following pages for multiple year pricing proposals, the bandwidth options offered and no upfront installation charges options.

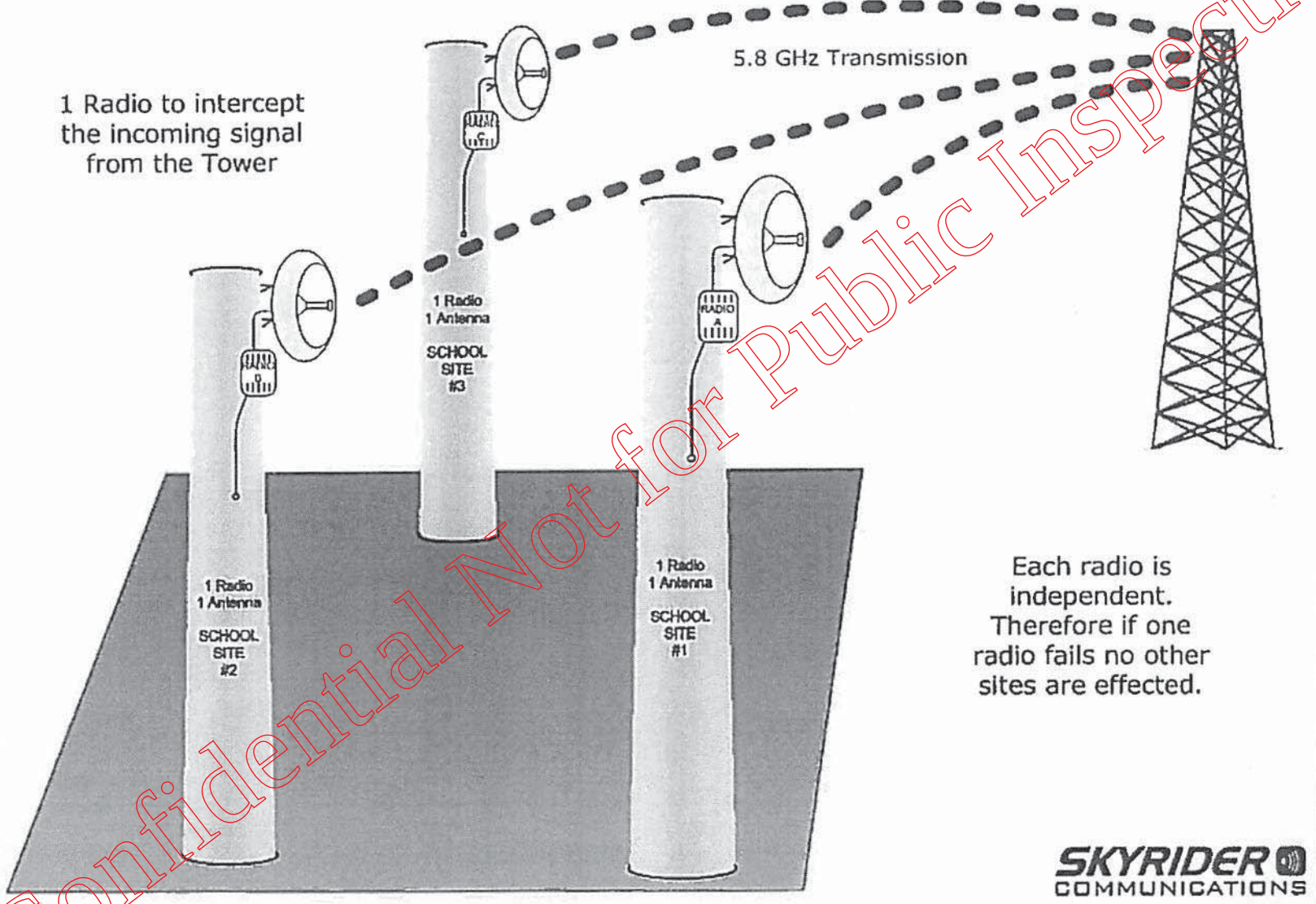
5.2.1 Pricing & System Diagram for:

WIDE AREA NETWORK

36 / 100 Meg Star Topology



36 MEG INDEPENDENT STAR TOPOLOGY



Wide Area Network Pricing Proposal 1

Bandwidth: 36 Mbps Schools & 100 Mbps Central Office

Contract Term: 5 Years with STANDARD Installation Charges

Product/Service Proposal #4 Pricing based on 5 Year Term	# of Sites	Monthly Per Site Cost	Total Monthly Cost	District Total Monthly Cost*	Total Yearly Cost	District Total Yearly Costs*	PER SITE 1 Time Install Costs	District 1 Time Installation Cost*
Central Office 100 Mbps	1	$489.00	$489.00	$117.36	$5,868.00	$1,408.32	$2,998.00	$719.52
School Sites 36 Mbps Star Topology	17	$489.00	$8,313.00	$1,995.12	$99,756.00	$23,941.44	$2,998.00	$719.52
TOTAL COST	18		$8,802.00	$2,112.48	$105,624.00	$25,349.76	$53,964.00	$12,951.36

Wide Area Network Pricing Proposal 2

Bandwidth: 36 Mbps Schools & 100 Mbps Central Office

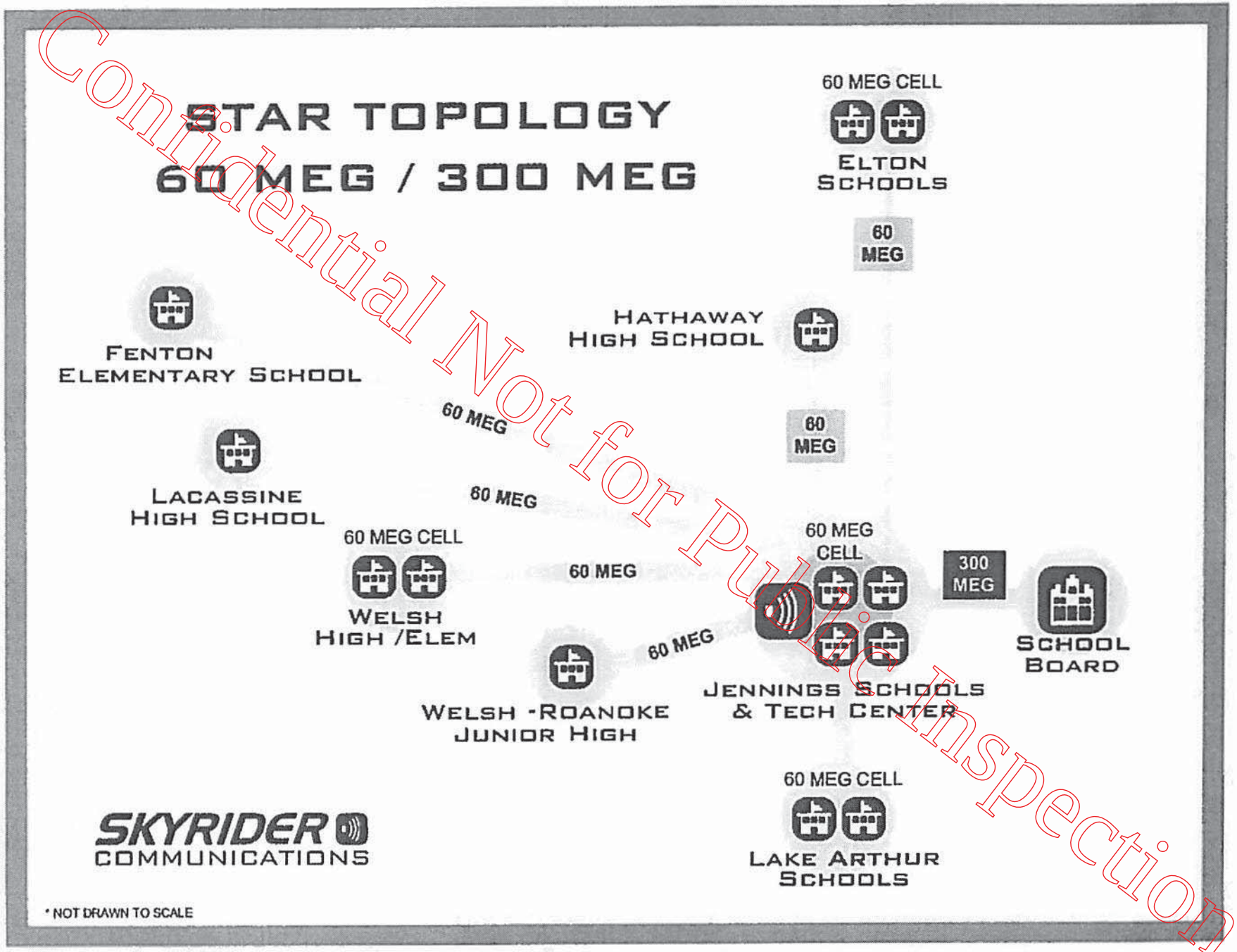
Contract Term: 5 Years with NO Installation Charges

Product/Service Proposal #3 5 Year Term (No Install)	# of Sites	Monthly Per Site Cost	Total Monthly Cost	District Total Monthly Cost*	Total Yearly Cost	District Total Yearly Costs*	PER SITE 1 Time Install Costs	District 1 Time Installation Cost*
Central Office 100 Mbps	1	$589.00	$589.00	$141.36	$7,068.00	$1,696.32	$0.00	$0.00
School Sites 36 Mbps Star Topology	17	$589.00	$10,013.00	$2,403.12	$120,156.00	$28,837.44	$0.00	$0.00
TOTAL COST	18		$10,602.00	$2,544.48	$127,224.00	$30,533.76	$0.00	$0.00

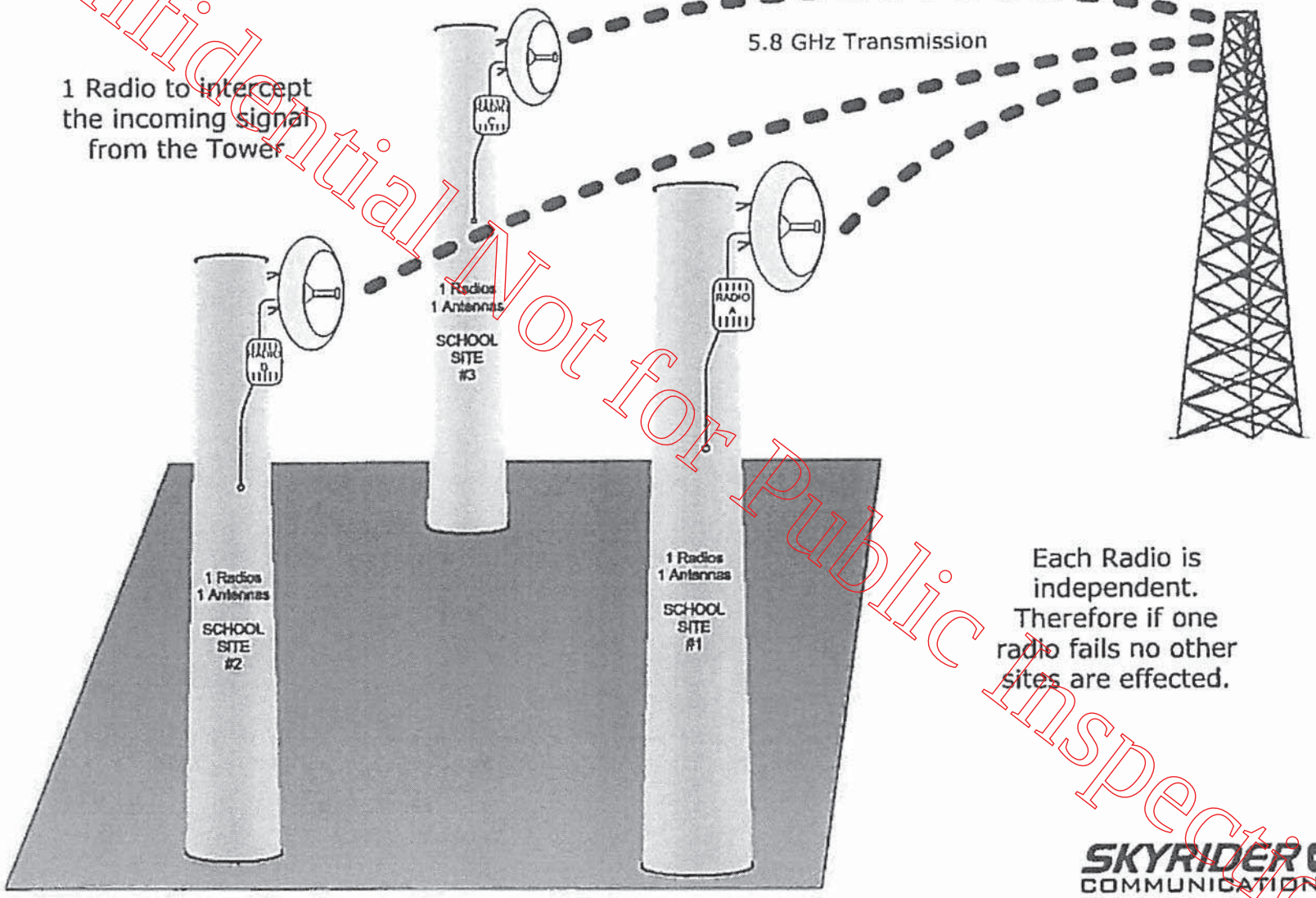
5.2.2 Pricing & System Diagram for:

WIDE AREA NETWORK

60 / 300 Meg Star Topology



60 MEG INDEPENDENT SITES



Wide Area Network Pricing Proposal 5

Bandwidth: 60 Mbps Schools & 300 Mbps Central Office

Contract Term: 5 Years with STANDARD Installation Charges

Product/Service Proposal #8 Pricing based on 5 Year Term	# of Sites	Monthly Per Site Cost	Total Monthly Cost	District Total Monthly Cost*	Total Yearly Cost	District Total Yearly Costs*	PER SITE 1 Time Install Costs	District 1 Time Installation Cost*
Central Office 300 Mbps	1	$589.00	$589.00	$141.36	$7,068.00	$1,696.32	$3,998.00	$959.52
School Sites 60 Mbps Star Topology	14	$589.00	$8,246.00	$1,979.04	$98,952.00	$23,748.48	$3,998.00	$959.52
TOTAL COST	15		$8,835.00	$2,120.40	$106,020.00	$25,444.80	$59,970.00	$14,392.80

Wide Area Network Pricing Proposal 6

Bandwidth: 60 Mbps Schools & 300 Mbps Central Office

Contract Term: 5 Years with NO Installation Charges

Product/Service Proposal #7 5 Year Term (No Install)	# of Sites	Monthly Per Site Cost	Total Monthly Cost	District Total Monthly Cost*	Total Yearly Cost	District Total Yearly Costs*	PER SITE 1 Time Install Costs	District 1 Time Installation Cost*
Central Office 300 Mbps	1	$689.00	$689.00	$165.36	$8,268.00	$1,984.32	$0.00	$0.00
School Sites 60 Mbps Star Topology	14	$689.00	$9,646.00	$2,315.04	$115,752.00	$27,780.48	$0.00	$0.00
TOTAL COST	15		$10,335.00	$2,480.40	$124,020.00	$29,764.80	$0.00	$0.00

Wide Area Network Pricing Proposal 7

Bandwidth: 60 Mbps Schools & 300 Mbps Central Office

Contract Term: 3 Years with STANDARD Installation Charges

Product/Service Proposal #6 3 Year Term	# of Sites	Monthly Per Site Cost	Total Monthly Cost	District Total Monthly Cost*	Total Yearly Cost	District Total Yearly Costs*	PER SITE 1 Time Install Costs	District 1 Time Installation Cost*
Central Office 300 Mbps	1	$649.00	$649.00	$155.76	$7,788.00	$1,869.12	$4,998.00	$1,199.52
School Sites 60 Mbps Star Topology	14	$649.00	$9,086.00	$2,180.64	$109,032.00	$26,167.68	$4,998.00	$1,199.52
TOTAL COST	15		$9,735.00	$2,336.40	$116,820.00	$28,036.80	$74,970.00	$17,992.80

Wide Area Network Pricing Proposal 8

Bandwidth: 60 Mbps Schools & 300 Mbps Central Office

Contract Term: 3 Years with NO Installation Charges

Product/Service Proposal #5 3 Year Term (No Install)	# of Sites	Monthly Per Site Cost	Total Monthly Cost	District Total Monthly Cost*	Total Yearly Cost	District Total Yearly Costs*	PER SITE 1 Time Install Costs	District 1 Time Installation Cost*
Central Office 300 Mbps	1	$849.00	$849.00	$203.76	$10,188.00	$2,445.12	$0.00	$0.00
School Sites 60 Mbps Star Topology	14	$849.00	$11,886.00	$2,852.64	$142,632.00	$34,231.68	$0.00	$0.00
TOTAL COST	15		$12,735.00	$3,056.40	$152,820.00	$36,676.80	$0.00	$0.00

* Your cost is based on Year Six (2003-2004) E-rate funding at 76%.

5.2.3 Internet Access Pricing:

Internet Access Proposal 1

Contract Terms: Five Years

Standard Internet Service

Location	Bandwidth Proposed	One-Time Installation	Monthly Recurring	Your Installation Cost*	Your Recurring Cost*
Central Office – (NOC)	T1 1.5 Mbps	$0.00	$799.00	$0.00	$191.76
Central Office – (NOC)	DS3 3 Mbps	$0.00	$1,999.00	$0.00	$479.76
Central Office – (NOC)	DS3 4.5 Mbps	$0.00	$2,399.00	$0.00	$575.76
Central Office – (NOC)	DS3 6 Mbps	$0.00	$2,599.00	$0.00	$623.76
Central Office – (NOC)	DS3 9 Mbps	$0.00	$3,199.00	$0.00	$767.76
Central Office – (NOC)	DS3 15 Mbps	$0.00	$3,999.00	$0.00	$959.76

Internet Access Proposal 2

Contract Terms: Three Years

Standard Internet Service

Location	Bandwidth Proposed	One-Time Installation	Monthly Recurring	Your Installation Cost*	Your Recurring Cost*
Central Office – (NOC)	T1 1.5 Mbps	$999.00	$848.00	$239.76	$203.52
Central Office – (NOC)	DS3 3 Mbps	$999.00	$2,048.00	$239.76	$491.52
Central Office – (NOC)	DS3 4.5 Mbps	$999.00	$2,448.00	$239.76	$587.52
Central Office – (NOC)	DS3 6 Mbps	$999.00	$2,648.00	$239.76	$635.52
Central Office – (NOC)	DS3 9 Mbps	$999.00	$3,248.00	$239.76	$779.52
Central Office – (NOC)	DS3 15 Mbps	$999.00	$4,048.00	$239.76	$971.52

Internet Access Proposal 3

Contract Terms: Five Years

Standard Internet Service with Bundled Firewall Service

Location	Bandwidth Proposed	One-Time Installation	Monthly Recurring	Your Installation Cost*	Your Recurring Cost*
Central Office – (NOC)	T1 1.5 Mbps	$4,499.00	$1,098.00	$1,079.76	$263.52
Central Office – (NOC)	DS3 3 Mbps	$4,499.00	$2,298.00	$1,079.76	$551.52
Central Office – (NOC)	DS3 4.5 Mbps	$4,499.00	$2,698.00	$1,079.76	$647.52
Central Office – (NOC)	DS3 6 Mbps	$4,499.00	$2,898.00	$1,079.76	$695.52
Central Office – (NOC)	DS3 9 Mbps	$4,499.00	$3,498.00	$1,079.76	$839.52
Central Office – (NOC)	DS3 15 Mbps	$4,499.00	$4,298.00	$1,079.76	$1,031.52

Internet Access Proposal 4

Contract Terms: Three Years

Standard Internet Service with Bundled Firewall Service

Location	Bandwidth Proposed	One-Time Installation	Monthly Recurring	Your Installation Cost*	Your Recurring Cost*
Central Office – (NOC)	T1 1.5 Mbps	$5,498.00	$1,147.00	$1,319.52	$275.28
Central Office – (NOC)	DS3 3 Mbps	$5,498.00	$2,347.00	$1,319.52	$563.28
Central Office – (NOC)	DS3 4.5 Mbps	$5,498.00	$2,747.00	$1,319.52	$659.28
Central Office – (NOC)	DS3 6 Mbps	$5,498.00	$2,947.00	$1,319.52	$707.28
Central Office – (NOC)	DS3 9 Mbps	$5,498.00	$3,547.00	$1,319.52	$851.28
Central Office – (NOC)	DS3 15 Mbps	$5,498.00	$4,347.00	$1,319.52	$1,043.28

* Your cost is based on Year Six (2004-2005) E-rate funding at 76%. Information on Year

Section I. Additional Ideas and Offerings/Supporting Documentation

6 Additional Offerings

With increasing use of technology in today's school environment, comes an increase of bandwidth requirements. The use of Wireless technology can aide a school district in it's quest to better provide networking services to all of it's sites.

Traditionally, people think of Wireless as the "thing that connects the laptop to the internet." While this stands true, many other variations exist. The original IEEE 802.11b standard provides up to 11 Mbps of raw data throughput to a connected end user. With the technology available to SkyRider Communications, speed up to 960 Mbps can be achieved. The increase in bandwidth can be harnessed to provide a multitude of application services, and other network services to school districts and individual sites.

With today's increase in connected computers in school sites, the use of the Internet has increased quite dramatically. The use of wireless technology can be used in this application to replace traditional terrestrial copper T-1 lines that provide a finite amount of bandwidth.

Usage of telephones has also increased inside of school districts. Some school districts maintain over 100 voice lines. Most of these lines are used for communications from school sites to the central office. Wireless technology can be harnessed in this application by utilizing Voice over Internet Protocol (VoIP) technology. Today's wireless technology can provide more than enough bandwidth for VoIP.

Some school districts are beginning to experiment with Distance Learning technologies. With the use of traditional T-1 lines in the past, the use of this technology was prohibited simply by not enough bandwidth. Through the use of wireless network infrastructure, Distance learning can be implemented district wide quite easily. Districts also don't have to be limited to intra-network video communications. Through the use of the Internet, Video communications and Distance Learning can be achieved State, Country, or World Wide.

Most school districts are accustomed to purchasing file and application servers for each school site, due to bandwidth limitations of their network infrastructure. With the bandwidth available to school districts through a Wireless infrastructure, a school district could deploy its servers at one location. This takes a great deal of administrative load off of the technical staff. The technical staff can then be free to perform more important duties. This doesn't apply to servers alone. Thin Clients can be deployed to further decrease the administrative load on technical staff. Not only does this decrease administrative load, but maintenance and warranty issues.

Wireless networks also offer a much faster provisioning time than traditional wireline networks. Depending on size, copper and fiber based networks can take up to two years to complete. The same size wireless networks can be complete in a matter of months.

Through the use of today's Cutting Edge Wireless Technology, all of these things and more can be provided to any given school district over a single connection to each site. Wireless technology can be used to build the most resilient, fault tolerant wide area networks.

SkyRider Communications can not only assistance planning networks to meet a district's current requirements, we are pleased to offer top-tier support in planning future network upgrades. We pride ourselves on having the best Engineering and Support staff available at a moments notice.

SkyRider Communications provides unparalleled service and support. We maintain proactive network monitoring 24 hours a day, 7 days a week. We also maintain an Online Trouble Ticketing system complete with a Forum, and a Knowledge Base. Our support staff is always a phone call away to answer any questions.

SkyRider is pleased to provide a superior Wireless Digital Microwave Network infrastructure to support not only Administrative, and Teaching Staff, but more importantly, Students learning ability. With the technology available to School Districts through Wireless Network Technology, and the Service and support of the SkyRider Communications Staff, all of this and more can be achieved.

Skyrider and its sister companies offer a combined enterprise communications experience of nearly 84 years. With such extensive experience, Skyrider offers consulting services in the areas of Network Design, Project Management, Network Operations, Network Management, and Network Security. Our sister companies also offer expertise in terrestrial communications and cellular communications.

Attachment A. Louisiana PSC Certification

Louisiana Public Service Commission

Certificate of Authority to Operate

Certificate Number TSP00404

A Certificate of Authority to Operate is hereby granted to

FAMILYTEL OF LOUISIANA, LLC

A telecommunications service provider under the laws of Louisiana, whose principal office location or place of business is 2900 Louisville Avenue, Monroe, Louisiana 71201.

FamilyTel of Louisiana, LLC shall operate in full accordance with the rules and regulations of the Louisiana Public Service Commission relevant to the provision of telecommunications services. The application as originally filed provides for Competitive Local Exchange Carrier Services within Louisiana.

Witness the signature and seal of the Commission at Baton Rouge, Louisiana this 2nd day of July, 2001.

Louisiana Public Service Commission
Attest:

Lawrence C. St. Blanc
Secretary

Attachment B. Spin Number Search Results and Eligible Telecom Provider

Reference Area - Schools and Libraries Division

Reference
SPIN and BEAR Contact Search Results

Note to Applicants: Please check the address information to ensure you are contacting the correct Service Provider.
The absence of a "Y" in the Eligible Telecomm Provider column may simply indicate that the company has not yet been researched by the SLD to determine if it is eligible to provide telecommunications services. Applicants are reminded that they should confirm this and all other information with their Service Provider.

Page 1 of 1
Results 1 - 1 of 1

SPIN	Service Provider Name	Contact Name	Contact Address	Contact Phone	Eligible Telecomm Provider	SPAC Filed
143028749	Family Tel Of Louisiana, LLC	Mark C Hendricks	2900 Louisville Ave , Monroe, LA 71201	318325-9100	Y	2004

New Search | Done

Questions about the SLD Program? Call our Client Service Bureau at (888) 203-8100.

For web site questions or comments please use the Get Help form.

Attachment C. Articles & Resolutions

RESOLUTION BY THE
BOARD OF DIRECTORS OF

SKYRIDER COMMUNICATIONS, INC.

The undersigned, being all of the directors of the above captioned corporation (the "Company"), acting pursuant to the respective provisions of the laws of the State of Louisiana, do hereby approve and adopt the following action for and on behalf of the Corporation:

RESOLVED, that Wayne Kairdolf, be and he is hereby elected Vice President.

FURTHER RESOLVED, that the Vice President, Wayne Kairdolf, be and he is hereby authorized to execute Proposals; to make sales; and perform such duties as from time to time assigned him by the President or by the Board of Directors.

FURTHER RESOLVED, that any actions taken by the officer appointed hereby prior to the date hereof be, and they are hereby, ratified and adopted in all respects as the acts of the Company as if they had been taken subsequent to the date hereof.

IN WITNESS WHEREOF, we have signed this Resolution adopted by the Board of Directors effective this 11th day of November, 2004.

Brad Warden, Director

CERTIFICATE

The undersigned Secretary of SkyRider Communications, Inc., a corporation duly organized and existing under the laws of the State of Louisiana, hereby certifies that the signatories to the foregoing resolution constitutes all of the duly elected directors of the Company as of the date hereof.

November 11, 2004

By: _____
Name: Paul Hargrove
Title: Corporate Secretary

UNITED STATES OF AMERICA

State of Louisiana

Fox McKeithen

SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that

a copy of the Articles of Incorporation and Initial Report of

SKYRIDER COMMUNICATIONS, INC.

Domiciled at MONROE, LOUISIANA,

Was filed and recorded in this Office on May 21, 2001,

And all fees having been paid as required by law, the corporation is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R.S. Title 12, Chapter 1.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

May 21, 2001

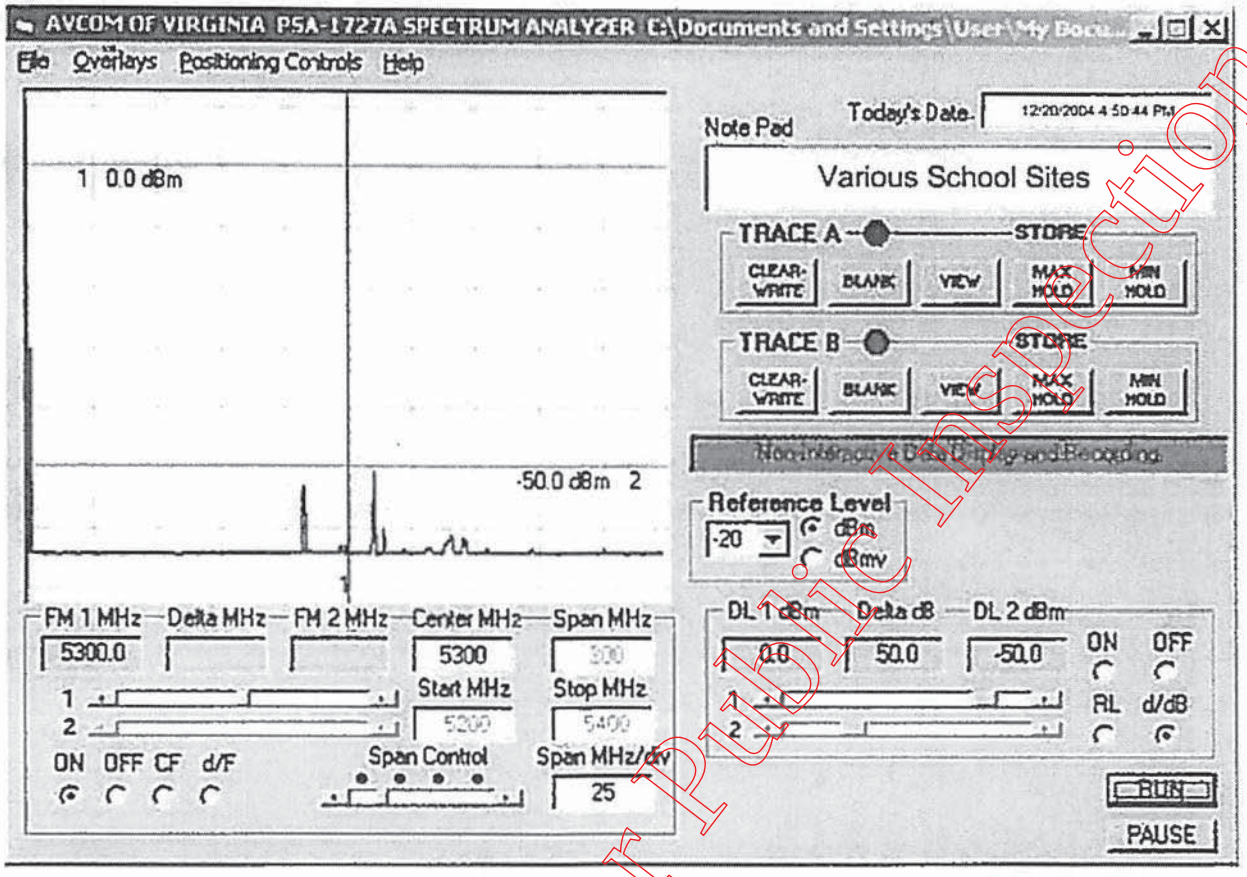
Fox McKeithen

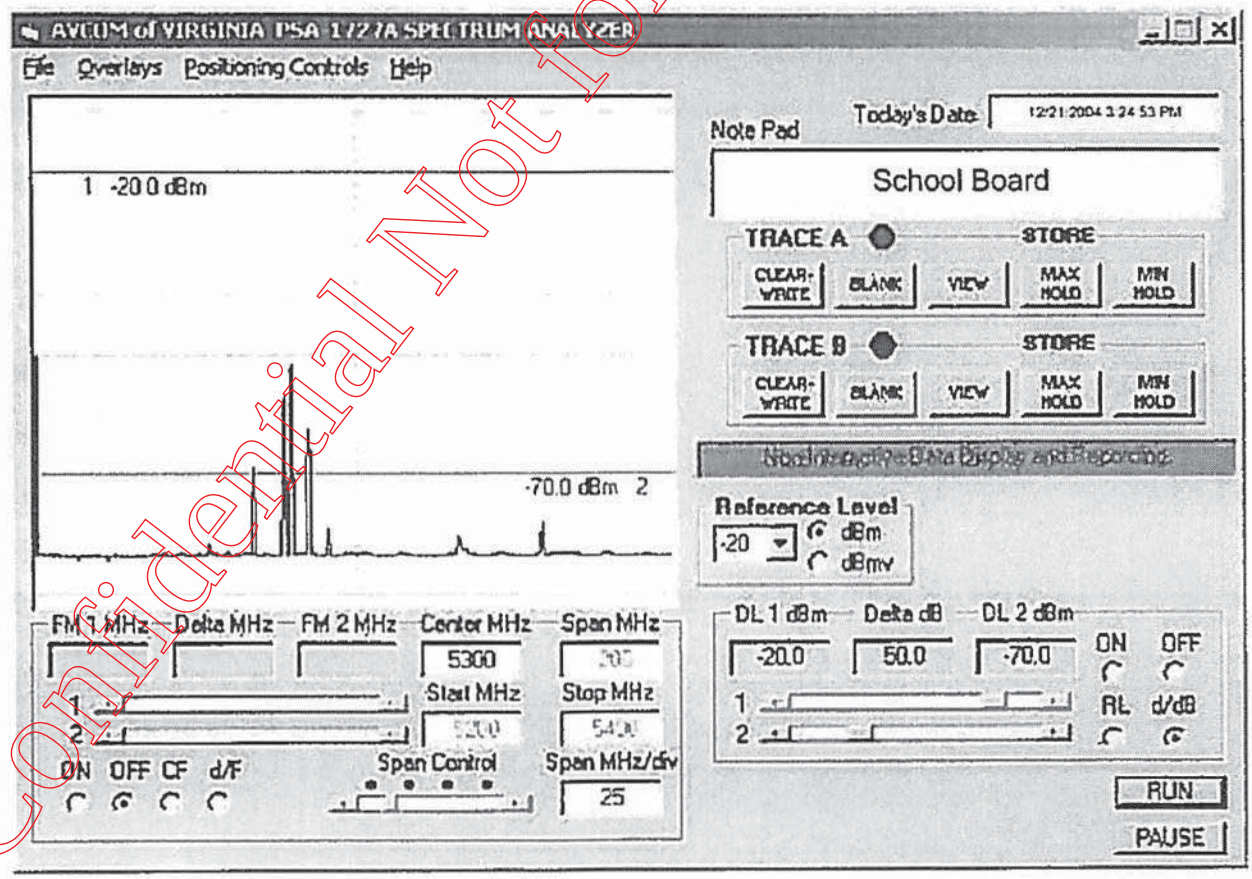
RGA 35092402D
Secretary of State

STATE OF LOUISIANA
UNION JUSTICE CONFIDENCE
SECRETARY OF STATE

CERTIFICATE SS 102 3 (R-3/88)

Attachment D. Spectrum Analysis





Attachment E. Insurance Certificates

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID TR HOME-II

DATE (MM/DD/YY) 01/13/05

PRODUCER

United Insurance Agency Inc.
116 W. Elm - P.O. Box 1604
El Dorado AR 71731-1604
Phone: 870-863-4123 Fax:870-862-6956

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

HOMETEL, INC.
Brad Warden
2900 Louisville Ave
Monroe LA 712021

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A. CNA INSURANCE COMPANY	
INSURER B.	
INSURER C.	
INSURER D:	
INSURER E.	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
X		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC	2075713219	03/28/04	03/28/05	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ $ 2,000,000 $ 1,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	B2075713267	03/28/04	03/28/05	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 1,000,000 $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC276810631	03/28/04	03/28/05	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100000 $ 100000 $ 500000
A		OTHER Property Section	2075713219	03/28/04	03/28/05		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

SKYRIDE

Hometel, Inc.
Brad Warden
2900 Louisville Ave
Monroe LA 71201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Robert N. Brown Jr.

ACORD 25 (2001/08)

Nexus systems, Inc.

Tom Robinson
trobinson@nexussystems.net

2904 Evangeline Street
Monroe, Louisiana 71201

Phone: 318.340.0750
Wats: 866.340.0750
Fax: 318.340.0580

Web Address: http://www.nexussystems.net

Nexus Systems, Inc.

2006 Wireless Network Feasibility Ass

Jefferson Davi

Brought + Proposed @ 3:30 pm 1/17/06

Project Number 06-0008
Date January 12, 2006

Nexus Systems, Inc.
2904 Evangeline Street Monroe LA 71201
Phone: 318.340.0750 FAX: 318.340.0580
http://www.nexussystems.net

January 16, 2006

Ms. Helen Atchison
Technology Coordinator
Jefferson Davis Parish School Board
203 East Plaquemine Street
Jennings LA 7-546

Dear Ms. Atchison:

In response to your Form 470 posted for Funding Year 2006 Nexus Systems, Inc. is pleased to offer options for Internet services for the school district. We appreciate the opportunity to provide service and pledge our dedication to service for the district. The attached options are intended to help define your proposed networking requirements in order that we may provide your organization the best configuration and pricing proposal to access new technologies as they become available in the future. Lease over a longer term will provide significant savings for the district and the district can be protected with a non-funding option in the case of ERATE funding not being available.

Nexus Systems has implemented a U.S. Department of Agriculture Rural Utilities Service model project to provide very high-speed wireless Internet backbone between Monroe and Tensas Parish. The project employs a combination of methodologies to promote wireless technology in rural areas where no other service is available. We look forward to enlarging this project with your participation. In addition, Nexus Systems is currently implementing high-speed wireless projects in ten parish systems.

Nexus Systems is currently providing high-speed Internet services to over 180 locations in 14 school districts, private schools, public agencies, residential and commercial customers. We provide routing support for over 100 H.323 video conferencing units participating in the TLCF and LEARN grant projects and have partnered with regional Universities to sponsor over 100 teacher certification courses. We offer DS3 backbone service from Monroe and support all major equipment and software requirements for customers. The majority of our staff members are CS/CIS/EE/MBA or Educational Technology professionals. Most important, however, owners of the company and key personnel are all former educators and education is our primary purpose.

Nexus Systems currently supports over 100 T1 lines for customers, but we are also offering support for wireless Internet access. Nexus Systems is a registered dealer for Proxim/Terabeam Wireless, Tandberg, PolyCom, Motorola, Cisco Systems, Nortel, Avaya, HP, NetGear,and Howard Computers. In addition, Nexus is often able to provide state contract pricing on equipment and services. In summary, Nexus Systems stands ready to provide complete professional services and comprehensive product line support for the educational customer.

The Louisiana Public Service Commission has given Nexus Systems authorization to operate as a Competitive Local Exchange Carrier for the State of Louisiana. Nexus systems is registered with the Universal Service Administrative Company as an Eligible Telecommunications Provider. In addition, Nexus Systems is a registered and licensed Louisiana State Telecommunications Contractor.

The attached Proposal and Options are a summary of the common items to be addressed in an ISP service. Please note that many of the options requested involve a much higher level of service than the traditional ISP offers, but these services are necessary for effective network utilization. In addition to Telecommunications and Internet Services, Nexus Systems can provide equipment, installation, and maintenance services upon request.

Thank you for reviewing this Internet access proposal. This proposal is a valid, cost effective solution for Jennerson Davis Parish Schools. Please feel free to contact me at any time, if you have any questions. Nexus Systems will provide a detailed cost proposal based on the options and services you request. We look forward to our continued relationship in the future.

Sincerely,

Mark Stevenson
President
(318) 340-0750 (Voice)
(318) 340-0580 (FAX)
msteve@nexussystems.net (E-MAIL)

Attachments:
(1) Proposals & Options

Key Points of Nexus Systems and Our Proposal

1. Nexus will provide all services, bandwidth, and required equipment under lease as requested. A multi-year term with voluntary extensions can be contracted. The district is fully protected with a non-funding agreement.
2. For wireless options, Nexus will provide self-supporting towers for safety at public locations.
3. For wireless options, links between schools will be a minimum of 20 Mbit that will provide up to 15 times the throughput over current installations.
4. The primary link to the Internet will be 3.0 Mbit or higher, depending on the service option selected. For wireless options, the link will be upgradable to 45 Mbit and will provide up to 30 times the current Internet access speed.
5. All wireless traffic will be encrypted for security with "Blowfish" military specifications.
6. This proposal provides all of the carrier class services required for a dedicated local ISP..
7. Support staff, based in the Monroe and Minden offices, includes multiple EE, PE, Cisco and certified wireless tower engineers who are dedicated to providing quality technical support to the district.
8. Nexus Systems is certified as an FCC Eligible Telecommunications Provider, as a licensed Louisiana State Telecommunications Contractor and as an authorized Louisiana Public Service Commission Competitive Local Exchange Carrier.
9. With over 7 years of experience in providing video classes to in access of 100 locations in area schools and universities, we understand both the technical and logistical side of Video Conferencing. Blackboard services are also a part of the video conferencing package.
10. We promote economic development in Louisiana as evidenced by a Distinguished Service Award from the Monroe Chamber of Commerce and a Louisiana Economic Development Award from the West Monroe Chamber of Commerce.
11. Our key strategic partnerships, with Proxim/Terabeam Wireless, Alvarion, Tandberg, PolyCom, Motorola, Cisco, Avaya, and Howard Computers, allow us to meet your technology needs including telephone system installation and video security systems.
12. Nexus currently provides services for agencies in the Louisiana Department of Education, area hospitals, banks, residences and many other business and public entities.

NEXUS SYSTEMS, INC.
PROPOSAL OPTIONS
Jennerson Davis Parish School District

EXECUTIVE SUMMARY

Nexus Systems proposes to provide Internet access services under a high-speed wireless lease option. As a secondary option, Nexus Systems will provide Internet access with T1 connection to schools. Connection to ISP services under the T1 option will be direct links to the ISP or T1 links from schools to the Central Office and an aggregated 3 Mbit or higher link between the Central Office and the ISP. Costs and terms for all options are shown under the costs section of the proposal. Under any option selected, ISP services will provide functions as outlined in the proposal.

Options are available for configuration of WAN Internet Service. Nexus will provide 1.54 ("T1") speed service from schools to the central office as currently provisioned and then will provide 3 Mbit or greater guaranteed Committed Information Rate (CIR) service to the Internet. The service can be offered in a multiyear term for three or five years as requested.

Nexus will also provide higher bandwidth WAN connections from schools under a Broadband network. This option will increase bandwidth between schools from a factor of 1.5 Mbits to 54 Mbits and provide for a up to a 45 Mbit full-duplex backbone to connect backbone segments to the school central office. As noted in the pricing section, the cost increase after discounting will be minimal for this increase in service.

If the district does choose Nexus Systems as the WAN and Internet provider, Nexus will honor the contract pricing under any combination of services to be provided over a selected term. For example, the district may wish to remain with "T1" links for a year before moving to the Broadband option. In this case, Nexus would offer the "T1" WAN pricing for one year and then offer to move to the five year plan for Broadband wireless. We welcome the opportunity to work with the district on any transition plan.

The Broadband network is quoted as 54 Mbits to the schools and 45 Mbits on the backbone links. The actual connections to schools will be 54 Mbits nominal, but with normal overhead, the true speed to the school "Ethernet port" will be approximately 24 Mbits. Please note many competitors only offer 11 Mbits nominal (4 – 6 Mbits ethernet) as part of a Broadband WAN. We offer the most cost effective options available in the industry today. The backbone links will be true 45 Mbit full duplex links.

Under any option selected, Nexus will provide all services as required in the Form 470. The only item not "bundled" is a separate charge of $500 per year for Internet Filtering. It is our

understanding this charge should not be "bundled".

Separate pricing as requested is provided for internal connections hardware and maintenance services as requested.

OPTION PLAN "1" – T1 Lines in Aggregated Star Configuration

The district may elect for each school to connect from the school to the District Central Office with a 3.0 or higher Mbit link from the Central Office to the ISP. Key points of the option are:

- Any failure between the school and Central Office will only affect a single school.
- Only a failure of both links in the 3 Mbit link would cause failure of ISP link.
- Central routing equipment and programming at the district is required, but can be provided under ISP lease.
- High bandwidth Internet dependent applications such as video conferencing or ASP services are available over the 3 Mbit link, but with bandwidth limitations.
- ISP services all route through the Central Office.

OPTION PLAN "1" - Plan Elements

Under the plan, each school would have a T1 link or equivalent connected directly from the school to the District Central Office. An additional 3 Mbit line (or higher) from the District Central Office to the ISP will provide Internet services. Leased routers, CSU's and primary switches will be provided under the lease.

OPTION PLAN "2" – High Speed WAN Configuration

The district may elect for each school to connect from the schools to the central access points at 54 Mbits nominal, connect backbone links to the central office with a 45 Mbit full duplex backbone and then connect from the central access point to the ISP with up to a 45 Mbit backbone links. Key points of the option are:

- Any failure between the school and Central Office will only affect a single school.
- Only a complete failure of 45 Mbit backhaul link can cause failure of ISP link.
- Backhaul links employs full duplex transmission for very resilient transmission.
- All wireless equipment is SNMP capable reporting directly to the ISP.
- Tower and tower equipment, that is required at each site, can only be leased.
- Wireless equipment, that is required at all sites, can only be leased.
- Central routing equipment and programming at the district is required.
- High bandwidth Internet dependent services such as video conferencing or ASP services are available over the backbone link with virtually no bandwidth limitations.
- Very high speed networking between schools, Central Office, and Internet.
- Existing T1 service and equipment can be re-deployed at any time if desired.

- ISP services all route through the central access point.

OPTION PLAN "2" - Plan Elements

Under the plan, each school would have a 54 Mbit nominal link connected directly from the school to the central access point on the backbone links. School links will be 5.8 GHz services to provide the optimum effective bandwidth. An additional 45 MBit link from the school POPS to the central access point will be installed, providing very high bandwidth WAN service. The district will be connected to the ISP on the Nexus backbone for Internet services. ISP service is provided with a 3 Mbit CIR guarantee as requested with higher options. For broadband service, the contract would provide leased towers, wireless radio equipment, router replacements or enhancements and other equipment at schools as required under the end-to-end networking concept. Any additional equipment would be provided by the ISP service under the end-to-end networking concept.

COSTS – OPTION PLAN "1" WIRELINE SERVICE

The lease cost of Internet Service under this plan is as shown in the table below for five year terms. The cost will be discounted under the ERATE plan with the district paying the assumed discount rate of the prior year. In addition, the district is charged $500 for Internet filtering and ineligible software and services that are not eligible under ERATE discount.

			Internet (Mbit)	Internet (Mbit)	Internet (Mbit)	Internet (Mbit)
Option 1		Jeff Davis	3	6	9	12
T1 Links		$ 358.00	$ 5,728.00	$ 6,444.00	$ 7,160.00	$ 7,876.00
Sites	Internet T1	14	16	18	20	22
Total Monthly			$ 5,728.00	$ 6,444.00	$ 7,160.00	$ 7,876.00
Total Annual			$ 68,736.00	$ 77,328.00	$ 85,920.00	$ 94,512.00
Internet Cost			$ 45,000.00	$ 55,000.00	$ 65,000.00	$ 75,000.00
Total Cost			**$ 113,736.00**	**$ 132,328.00**	**$ 150,920.00**	**$ 169,512.00**
Cost/Site/Month			$ 677.00	$ 787.67	$ 898.33	$ 1,009.00
District Cost/Year	24%		$ 27,296.64	$ 31,758.72	$ 36,220.80	$ 40,682.88

COSTS – OPTION PLAN "2" WIRELESS WAN SERVICE

The lease cost of Internet Service under Option Plans is as shown below per year. The cost will be discounted under the ERATE plan with the district paying the assumed discount rate of the prior year. In addition, the district is charged $500 for Internet filtering and ineligible software and services that are not eligible under ERATE discount.

Option 2	60 Months	Jefferson	Internet (Mbit) 3	Internet (Mbit) 6	Internet (Mbit) 9	Internet (Mbit) 12
Wireless WAN		Davis	$ 10,146.43	$ 10,146.43	$ 10,146.43	$ 10,146.43
& Internet			14			
Total Monthly			$ 10,146.43	$ 10,146.43	$ 10,146.43	$ 10,146.43
Total Annual			$ 121,757.14	$ 121,757.14	$ 121,757.14	$ 121,757.14
Internet Cost			$ 45,000.00	$ 55,000.00	$ 65,000.00	$ 75,000.00
Total Cost			$ 166,757.14	$ 176,757.14	$ 186,757.14	$ 196,757.14
Cost/Site/Month			$ 992.60	$ 1,052.13	$ 1,111.65	$ 1,171.17
District Cost/Year	24%		$ 40,021.71	$ 42,421.71	$ 44,821.71	$ 47,221.71

Note the total variance between the current "T1" configuration and the Broadband configuration for the five-year lease is negligible each month/school after discounting. Please note we offer other options and will be pleased to work with the district to customize any portion of the program to enhance features and/or reduce costs as needed. The cost computations are made based on the number of locations presented in the proposal. If it is possible to economize with fewer locations or consolidations, costs can be decreased. Please advise if such change is needed and we will be pleased to provide.

In cost evaluating proposals for bandwidth, remember the salient factors of bandwidth to the Internet, bandwidth to individual sites, and bandwidth on the backbone. Some proposals may present bandwidth as an aggregate (such as "12 sites @ 54 Mbits = 648 Mbits total bandwidth"), but this comparison is in error. The actual speed to each site will be slightly less than one half of the 54 Mbits (since radios are half duplex) and links are not additive. For this reason, therefore, we seek to provide an accurate representation of approximately 23 Mbits for the network as a whole with 45 Mbits for backbone links. This proposal is intended to provide a cost effective medium, but the proposal can be provided for up to 300 Mbit links at higher cost. Please advise if additional bandwidth is desired.

RECOMMENDED OPTION(S)

Nexus Systems can provide services under any of the options listed above. It is understood, however, that the district seeks very high-speed Internet access in order to provide new Internet network services to students. Internet dependent services such as video conferencing, virtual classrooms, and computer-based learning can saturate T1 speed links very quickly. As an example, two video conferencing sessions communicating over the Internet at 30 frames/second can consume half of a T1 speed link. Other services offer similar bandwidth consumption. For these reasons, it is recommended that the district select Option "2".

GENERAL INTERNET PROPOSAL TERMS

1. Proposed term is 5 years from July 1, 2006 for wireless options. Other terms can be quoted upon request. We normally quote a 5-year commitment with lower lease costs along with a non-funding option where the district will be released if the ERATE is not approved.
2. Proposal cost is quoted on an annual basis due to fixed cost commitments from the ISP.
3. Nexus Systems and the customer are required to execute a written contract for services with contract to be included in the 471 Application. *The contract will provide a disclaimer such that implementation of contract is contingent upon ERATE funding for Funding Year 2006.*
4. All equipment and towers are furnished under SLD guidelines for equipment leased for Internet Access. Under those guidelines, the customer may not acquire ownership of equipment. Other guidelines from the SLD may apply. Nexus Systems and the customer must comply with all such guidelines.
5. The contract may be accepted by the customer and have implementation begun by Nexus Systems prior to receiving notice of ERATE funding when based on express authorization by customer. In such case, Nexus Systems and customer will negotiate terms of proposal based on contingent funding by ERATE.
6. Nexus Systems will provide Service Level Agreement (SLA) commitment to guarantee satisfactory performance levels.
7. Nexus Systems will guarantee SLA performance levels for wireless solutions.
8. Nexus Systems will be responsible for all tower and related installation. Nexus Systems is fully insured under Louisiana Workman's Comp, and carries general liability to provide assurance of work coverage. Proof of insurance from Nexus Systems and/or any subcontractors will be furnished upon request.
9. School site towers will be assumed to be located on school property.
10. Central site tower(s) may not be on school property if other geographical location provides better functionality.
11. Sample configurations presented in the Network Feasibility Assessment represent the suggested design of a wireless network. Actual deployment may provide changes in configuration in order to provide the most robust deployment.

GENERAL SPECIFICATIONS FOR WIRELESS EQUIPMENT

TOWERS

The key elements to wireless implementation are tower construction, quality radio selection, professional installation and maintenance. Tower design is primarily of two types. The "guy" tower is the traditional radio tower with guy wires. The alternative is the self-supporting design or the metal pole design. For the reasons discussed below, the self-supporting design is preferred.

Nexus Systems will recommend deployment of the Nello series self-supporting tower or equivalent Pole tower configuration. The general design for the towers will be a combination of towers as shown in the network feasibility for school and backbone locations. Actual deployment may differ, however, based on the needs at each location. Nello is the leading brand names for towers utilized by major telcom, Internet, military, and government sites. For this application, the self-supporting design is superior to traditional "guy" towers as the tower carries strength sufficient not to require supporting "guy wire" cables. The Pole tower is a variation of the self-supporting configuration where the entire tower is one round steel pole that is anchored into the ground with wiring running inside the pole.

Convenience of placement is a concern in tower specification selection. The footprint of a self-supporting tower is a concrete pad of 12' square or less whereas a traditional guy tower requires over 120' of coverage in order to anchor guy wires at three locations on the campus. At each of the three locations for anchoring a guy tower, there must be a sunken concrete pad and anchor mast.

Safety and liability are primary concerns of any tower construction. Self-supporting towers are rated for hurricane force wind loads and secured by over 9 cubic yards of concrete and reinforcing rod. The guy towers are secured by cables that will be subject to tension adjustments. Breakage of any guy wire can result in tower collapse in a school environment where hundreds of children are at risk.

Network performance is also a major concern with tower construction. Wireless transmissions are a precise alignment of radio transmitters and receivers. Wind conditions may cause considerable degradation of transmission performance if the tower torques with wind shear. Self- supporting towers provide a much more stable platform with very little "twist", even during wind shear conditions. Guy towers are susceptible to wind shear torque because of the nature of cable guy wire construction.

Cost of any tower placement must be considered in light of convenience, safety, liability, and performance needs. The initial cost of self-supporting towers is higher than the cost of a guy tower. The long-term cost of a self-supporting tower is lower, however, as there is much less maintenance, longer life, and fewer liability concerns. For these reasons, Nexus Systems proposes to install self-supporting towers or the equivalent Pole configuration as part of the

leased Internet service.

WIRELESS EQUIPMENT and SERVICE

Quality of the wireless equipment is paramount to the successful implementation of a high bandwidth network. Nexus Systems proposal is based on Alvarion and Ceragon point to point and multipoint distribution systems that provide 54 Mbit nominal service. Each school site will have compatible matched equipment.

The 45 Mbit backhauls will be performed utilizing Linx CX, Redline Communications or equivalent hardware and software. The systems utilize OFDM protocol modulation to provide superior performance even in adverse conditions. The protocol will automatically adjust to continue service even if the signal is corrupted by interference.

Several features insure security of the wireless operation. The wireless systems employ a proprietary direct sequencing modulation technique that is unique to vendor. In addition, WEP and/or VPN can be invoked for added encryption security. The alignment of towers and radio links also mean an intruder would have to go to great lengths to obtain line of sight of the signal itself.

Wireless installations will be fitted with lightning arrestors, UPS systems, and remote monitoring power and environment managers. Equipment will be SNMP manageable and monitored on a 24x7 basis. Spare parts stores are maintained sufficient to meet needs for advance replacement. Equipment repair dispatching will be available on a 7-day per week basis if the customer can provide access to facilities. NEXUS SYSTEMS has implemented a work-order tracking system, but more importantly, live technical support is available at any time through office support or paging after hours.

GENERAL SERVICES PROVISIONS (ALL OPTIONS)

Internet Access provides the individual customer with a variety of Internet services

A. Comprehensive Mail Management Service:

Customers can assign one or more persons to be the mail account administrator(s), who can add new email accounts for the customer, update the individual email account information, change the email account password, and delete the individual email account. Individual users can change passwords and perform lookups of other mail users.

Mail service is offered as a POP3 service where mail host servers reside at the ISP and the user downloads mail with each login. Once downloaded, the mail is cleared from the server. Mail service is also offered as Web-based service where each user maintains mail on the server and accesses mail through a Web browser. Mail may be left on the server, or downloaded to the user

machine. Mail service is offered as based at the ISP or district site at the decision of the district.

As part of the cost of Internet Filtering described below, mail is filtered for anti-virus on all incoming and outgoing services. In addition, anti-spam services are available for all mail services. These services are not normally allowable under ERATE guidelines and are therefore included in the separate charge for Internet Filtering.

B. WWW Service:

Nexus Systems provides world-wide-web page hosting for the individual customer in the pre-defined directories on the Internet server. Each user who has an email account can post a professional home page, by a FPT of the web page, into his home directory of the Internet server. The WWW Server provides automated web logging.

Selected users can write their own CGI programs with some restrictions due to security issues. The Common Gateway Interface (CGI) is a standard for interfacing external applications (CGI programs) with the web server. A CGI program can be written in C/C++, PERL, and any UNIX shell and is executed in real-time, so that it can output a dynamic active web page. The server provides access to PostgreSQL database engine. PostgreSQL is an SQL (Structured Query Language) relational database management system.

All users can create their dynamic web pages with PHP3. PHP (Professional Home Page) is a server-side HTML embedded scripting language that lets you write simple scripts right in your HTML file. The goal of the PHP3 is to provide an extremely powerful and fast alternate to CGI programming by allowing end users to create dynamically generated pages quickly. In addition, PHP3 supports embedding PostgreSQL SQL queries directly in the HTML files, so it allows end users to build web database applications like guest book easier and faster.

The system supports Microsoft FrontPage extensions for 1999 – 2003 series code generators.

C. Domain Names Service:

This provides domain name service for the servers of the customer such as the ftp servers and web servers. Customers can name their own servers as long as the host names are unique in the domain nexussystems.net in the following convention:

xxxxxxx.nexussystems.net
where xxxxxxx is the host name of the server.

Additionally, the DNS also supports hosting of virtual domains. The ISP will register and support the public domain for any customer as part of regular service. Nexus Systems is responsible for maintenance of the "k12.la.us" domain for State of Louisiana school districts and will provide changes for any school in the State.

D. Common TCP/IP Application Services:

TELNET, FTP, AND POP services are all supported.

The Routing servers provide the individual customers with a variety of security and Internet services:

1. IP Addressing

The server circumvents the official IP address shortage and protects the private customer networks from the public (Internet) network. The ISP servers implement the IP Masquerade feature that enables the computers behind the firewall to reach the Internet, even though they have no official assigned IP addresses. The security of a masquerading stateful inspection service is much better than a packet filter based service.

2. IP Network Address Translation

The ISP servers provide the incoming connections from the Internet to the customer's (WEB, FTP and etc) servers that are located behind the ISP. The ISP servers implement Static NAT (Network Address Translation) that create a one-to-one mapping of unregistered server IP address to a official registered IP address, so that outside incoming connection can be established to the internal servers. The effect of the design is to conserve scarce registered IP addresses and provide for very easy network expansion for the customer.

3. Domain Name Service

The system provides a secondary and internal Domain Names Service.

4. Web Cache

The ISP service provides global web caching service. The effect of this service is to minimize the number of times that a WEB based application must traverse the INTERNET. In common practice, web caching will reduce INTERNET traffic by 60% to 70%. Please note that global web caching is a function at the ISP to provide better performance, the district is not provided with internal web cache servers.

5. Firewall Service

The ISP service provides global firewall services customized to your needs. Service is provided as part of the Internet service.

6. Internet Content Filtering

Internet content filtering is now a legislated requirement for many institutions. Nexus Systems utilizes the SmartFilter server-based filtering system for all users in the network with comprehensive reporting and security. The service will provide for filtering on the three principles of subscription service table updates, site rating, and keyword search. Please note that this service is not implemented as a value-added service for the customer, but it provided as part of the ancillary, integrated services of Nexus Systems. The service does not have to be utilized by the customer.

Additionally, each customer will be allowed to select from a variety of methods and filtering options. First, the customer may elect not to have filtering on a particular location, or on specific computers within a location. In such a case, the only action required by the customer will be to inform the provider which address(s) need to be exempted.

Second, the customer may elect to implement filtering at the local site level. In such a case, the actions required will be to inform the provider which address(s) need to be exempted. The customer will also install the filtering software on the local server(s), program the local machines, and maintain the filtering services. Please note that additional license costs may be incurred by the customer under this option.

Third, the customer may elect to allow the ISP to implement filtering at the ISP level and manage updates from a subscription service. In the third option, the customer will only have to set each computer to point to a proxy server at the ISP level. The firewall service of Nexus Systems will not allow users to disable the proxy service and bypass the content filtering features. In a similar manner, TELNET, FTP, and related programs will not be able to bypass the content filtering features.

In all cases, management reporting features will allow the customer to monitor attempts to access unacceptable sites and custom table features will allow a supervisor to grant override access to sites the subscription service tagged inappropriate.

Please note Internet content filtering is not be eligible for ERATE funding and is priced separately.

E. Network Support

The district has requested the Internet vendor to be a single point of service providing end-to-end service from the Internet to each school. Under this request, the vendor will provide and be responsible for all equipment, services, maintenance and installation necessary for Internet operation.

Nexus Systems is capable of providing all required services. The cost of network support of the site routers is included in the basic monthly charge for Internet services. Nexus Systems will

provide ongoing Internet support for the customer to program, troubleshoot, and review the network operatioo with the Internet services. With this service, Nexus Systems will provide help desk support for Internet users in oormal operations as requested. In the event that the customer requests on-site services for non-eligible hardware maintenance or local programming support, normal time and materials would be assessed.

F. ISP Services

Nexus Systems is currently providing services in Monroe through a DS3 link direct to the MCI/UUNET backbone in Dallas. Nexus Systems also maintains secondary routing capabllity in case MCI/UUNET services are not available. Nexus Systems will provide costs under the options described for the district.

G. Company Service and Support

When evaluating networking services such as the INTERNET, there are several components of service and cost to be considered. The most basic element of service is actual access to a network provider Point-of-Presence (POP) so that your customers and staff can reach outside the local site. If the customer chooses to route all traffic through a single POP such as in the local customer office, the customer assumes all responsibility for support of the network and all services beyond the demark point of the customer office.

The secood service to be considered is programming and support for the network withio the customer network itself. The programming and support involves managing the Bell Flex-Service, Frame Relay, or other service lines, programming and troubleshooting routers at the central office and/or customer site level, and networking software support at the customer site level. Each customer must assume that these services are not offered, because the typical POP service provider does not routinely offer these services as part of the current oetworking package unless the customer purchases a separate POP for eacb location served.

The third service to be considered is providing network server support for users within the customer organization. For users to be able to function within the INTERNET, the customer must have server support for operating functions such as address assignments and translations, mail routing and storage, file transfer services, and WEB page and even optional filtering service and support. Perhaps the most important aspect of this type of service support is that it is changing daily with new operating systems, networking software, and communications protocols. Each customer must assume these services for users within the respective organization.

The technicians and analysts associated with NEXUS SYSTEMS have developed an expertise based on over 15 years of commitment to networking design and implementation of services. These services involve IBM and Macintosh computers operating over a variety of network protocols, connecting to Novell, NT, and UNIX operating systems. Routing equipment for the provider is Alvarion and/or Cisco, which is capable of supporting substantial traffic. The

networking file servers are Dell PowerEdge Network Servers that are equipped with power, memory, and disk redundancies. Major applications of electronic mail, file transfer and WEB services are supported and the systems are available 24 hours per day, with down time only for routine maintenance. Contract analysts and backup support from Nortel Networks supports the professional staff of the organization. Training support, if needed, is available directly from the organization and also through contract support.

Nexus Systems is standardized on Nortel Networks and Cisco routers for management and programming support. The company supports Intel-based servers under the Windows NT/2000/XP operating system for customer network support. In addition, the company will provide general technical software support for the Mac, Windows 3.11, Windows 95, and Windows NT end node IP stack software. The variables involved in the cost of INTERNET service include the number of connections, type of line services, and the degree of network support desired.

INTERNET ACCESS AGREEMENT

This Internet Access Agreement ("Agreement") is entered into by and between **DETEL Wireless, L.L.C.**, a Louisiana limited liability company, ("Detel") and **Jefferson Davis School District** ("Customer").

BACKGROUND

A Customer desires Detel to provide the Customer Internet Access in 1 location in Jefferson Davis Parish hereto (the "Internet Services").

B. Customer will allow its students, faculty and employees (the "Users") to use the Internet Services.

AGREEMENT

1. Use of Internet Services

Detel shall provide Customer with the Internet Services under the terms and conditions embodied in this Agreement. Customer may not resell or redistribute any portion of the Internet Services to any third party for financial gain. Customer agrees that the use of the Internet Services by the Users will be subject to the terms and conditions hereof. Customer agrees that Customer is fully responsible for the Users' conduct while using the Internet Services, and for any consequences if such individual misuses the Internet Services, violates this Agreement, or accesses material or information which you feel Customer or any User is obscene or otherwise objectionable.

2. Fees and Payment

Regardless of whether or not Customer uses the Internet Services, Detel will charge Customer a monthly fee of $2,999.00 for 6 Mbps DS3 internet services, which shall be paid by Customer on the first day of each month during the term of this Agreement (the "Internet Fee") subject to approval for funding by SLD. From time to time, Detel may add or modify certain services relating to the Internet Services, and upon receiving approval from the Customer, Detel reserves the right to charge Customer additional or different fees for providing such new or modified services to Customer. Customer may upgrade this service to 9 Mbps for a monthly fee of $3,700.00 as provided by the fee schedule included in the original response to the bid / RFP. Customer will also be liable for all attorney and collection fees arising from efforts to collect any unpaid balances on Customer's Account.

3. Term

This Agreement is for a term of five (5) years beginning on the 1st day of July, 2006, and ending at midnight on the 30th day of June, 2011, unless the term is earlier terminated or extended as hereinafter provided. This Agreement shall automatically renew for successive one year periods unless terminated as provided herein. Either party hereto may terminate this Agreement at the end of the respective term by giving the other party thirty (30) days written notice prior to the end of the respective term.

4. Uncensored Internet Access

YOU UNDERSTAND THAT THE INTERNET SERVICES PROVIDES FULL, UNCENSORED ACCESS TO MATERIALS ON THE INTERNET CREATED AND MAINTAINED BY UNAFFILIATED THIRD PARTIES. DETEL EXERTS NO EDITORIAL CONTROL OVER SUCH MATERIALS, PORTIONS OF WHICH MAY BE CONSIDERED SEXUALLY EXPLICIT, OBSCENE OR OTHERWISE OFFENSIVE. IN NO EVENT SHALL DETEL BE LIABLE TO ANY PERSON OR ENTITY, EITHER DIRECTLY OR INDIRECTLY, WITH RESPECT TO ANY MATERIALS FROM THIRD PARTIES ACCESSED THROUGH THE INTERNET SERVICES. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR CUSTOMER'S USE AND THE USERS' USE OF THE INTERNET SERVICES AND THE INTERNET GENERALLY. DETEL DISCLAIMS ANY AND ALL RESPONSIBILITY FOR CONTENT CONTAINED IN ANY THIRD PARTY MATERIALS PROVIDED THROUGH THE INTERNET SERVICES. CUSTOMER HEREBY AGREES TO INDEMNIFY AND HOLD DETEL HARMLESS FOR ANY AND ALL LOSSES, CLAIMS AND LIABILITIES RELATED TO THE USE OF THE INTERNET SERVICES BY CUSTOMER AND THE USERS INCLUDING REASONABLE ATTORNEYS' FEES.

5. Disclaimers of Warranty

THE INTERNET SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND CUSTOMER'S AND USERS' USE OF THE INTERNET SERVICES IS ENTIRELY AT CUSTOMER'S OWN RISK. CUSTOMER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR CUSTOMER'S AND USERS' USE OF THE INTERNET SERVICES AND THE INTERNET GENERALLY. IT IS ALSO SOLELY CUSTOMER'S RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, USEFULNESS OR VALIDITY OF ALL OPINIONS, ADVICE, SERVICE, PROMOTIONS, ADVERTISEMENTS, AWARDS, PRIZES OR OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE, PROVIDED THROUGH THE INTERNET SERVICES OR ON THE INTERNET GENERALLY. NEITHER DETEL, NOR ITS AFFILIATES OR SUBSIDIARIES, MAKE ANY REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO THE

INTERNET SERVICES OR ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE INTERNET SERVICES OR ON THE INTERNET GENERALLY, OR AS TO THE ACCURACY, QUALITY, COMPLETENESS TITLE, NONINFRINGEMENT, OWNERSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE OF ANY MATERIALS ACCESSED THROUGH THE INTERNET SERVICES. DETEL HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Limitation of Liability

DETEL WILL NOT BE RESPONSIBLE TO CUSTOMER, THE USERS OR ANY THIRD PARTIES UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES WHICH CUSTOMER OR ANY USER MAY INCUR IN CONNECTION WITH THE INTERNET SERVICES OR THE INTERNET GENERALLY, OR CUSTOMER'S OR ANY USERS' USE THEREOF, OR ANY OF THE DATA OR OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON THE INTERNET SERVICES, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF DETEL HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGE OR LOSS. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION.

7. Privacy

When reasonably practicable, Detel will attempt to preserve the confidentiality of communication with and through the Internet Services. However, Customer agrees that Detel has the right to monitor the Internet Services electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate the Internet Services properly, or to protect itself or its subscribers. Detel has no obligation to monitor the Internet Services. However, Detel reserves the right to refuse to post or to remove any information or materials, in whole or part, that, in its sole discretion, are unacceptable or in violation of this Agreement. Customer understands and agrees that, unless Customer notifies Detel to the contrary in writing, Detel may publish Customer's name and other information in directories which may be accessed by third parties.

8. System Rules

Customer shall follow the rules and cause the Users to follow the rules which are important for the proper use of the Internet Services. Customer's failure or failure of the Users to follow these rules, whether set out in this Agreement, or in bulletins posted at various points by Detel (the "Rules"), may result in Detel terminating this Agreement. Customer agrees to the

following rules:

(a) except as otherwise provided herein, Customer will not let the Internet Services be used by anyone except Customer and the Users;

(b) Customer shall not upload, post, publish, transmit, reproduce, or distribute and Customer shall prevent all Users from uploading, posting, publishing, transmitting, reproducing, or distributing in any way, information, software, or other material which is protected by copyright, or other proprietary right, without obtaining permission of the owner of such rights;

(c) Customer shall not use and Customer shall prevent the Users from using the Internet Services to commit a crime, or to plan, encourage or help others to commit a crime;

(d) Customer shall not post or transmit and Customer shall prevent every User from posting or transmitting any:

(i) advertising, promotional materials or any other form of solicitation (Detel reserves the right, in Detel's sole discretion, to determine whether such post or transmission constitutes an advertisement, promotional material or any other form of solicitation);

(ii) private e-mail to any newsgroup or mailing list or other similar groups or lists without the explicit approval of the sender; and

(iii) unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane or otherwise objectionable information of any kind.

(e) Customer shall not post and Customer shall prevent every User from posting to any newsgroup or mailing list or other similar groups or lists, items which are off-topic (e.g., off-topic according to the charter of the newsgroup or mailing list or other similar groups or lists or if the item provoked complaints from regular readers of the newsgroup or mailing list or other similar groups or lists for being off-topic);

(f) Customer shall not violate and Customer shall prevent every User from violating the terms and conditions and operating rules of any other interactive service, including, without limitation, other newsgroups and mailing lists or other similar groups or lists and World Wide Web sites; and

(g) Customer shall not impersonate and Customer shall prevent every User from impersonating another user or otherwise falsify one's user name in e-mail or in

any post or transmission to any newsgroup or mailing list or other similar groups or lists.

9. Indemnity

Customer agrees to defend and indemnify and hold harmless Detel and its officers, directors, employees, affiliates and subsidiaries from and against any and all claims, proceedings, damages, injuries, liability, losses, costs and expenses claims, proceedings (including, without limitation, reasonable attorneys' fees) regardless of the type of claim or nature of the cause of action arising out of or relating to any:

(a) acts by Customer or any User or materials or information transmitted by Customer or any User in connection with the Internet Services;

(b) violation of any Rules by Customer or any User; and

(c) breach of any obligation of this Agreement.

10. Proprietary Rights

By posting messages, uploading files, inputting data, or engaging in any form of communication (collectively, "Communications") in or through the Internet Services by Customer or User, Customer is granting to Detel a perpetual, worldwide license (the "License") to use, copy, modify, adapt or document such Communications. Detel shall use the Communications solely in conjunction with providing, promoting or distributing the Internet Services. The License does not, however, grant Detel any ownership rights in or to the Communications. Customer shall have no recourse against Detel for any alleged or actual infringement of any proprietary rights to which Customer may claim ownership. Detel or our suppliers own all rights, title and interest in and to all components of the Internet Services, but expressly excluding content owned by third parties which may be accessible through the Internet Services and/or the Internet generally. Detel's ownership rights in the Internet Services include, but are not limited to, the look and feel of the end-user interfaces associated with the Internet Services, the name of the Internet Services, and the collective works consisting of all public messages on the Internet Services. Customer may not reproduce and shall prevent each User from reproducing any sequence of messages from our Internet Services without Detel's permission. In addition, Customer may not copy, modify, adapt, reproduce, translate, distribute, reverse engineer, decompile, or disassemble and shall prevent each User from modifying, adapting, reproducing, translating, distributing reverse engineering, decompiling or disassembling (i) any aspect of the Internet Services which Detel or Detel's suppliers own, or (ii) any service, information or materials supplied by a third party content provider and which Customer or any User may access through the Internet Services.

11. Miscellaneous

11.1. Notices. All notices, requests, consents, and other communication required or permitted hereunder shall be in writing and shall be personally delivered, electronically delivered by facsimile or telex or mailed by using U.S. first-class, registered or certified mail, return receipt requested, postage prepaid, to the following addresses or to such other address as the parties hereto may designate in writing:

Customer: Jefferson Davis Parish School District
1628 S. Thibodeaux Road
Jennings, LA 70546
Attn: Helen Atchison
Telephone: (337) 824-6360
Facsimile: (337) 824-8425

Detel: Detel Wireless, LLC
ATTN: Keith Fontenot
10434 Plaza Americana.
Baton Rouge, LA 70816
Telephone: (225) 952-9430
Facsimile: (225) 952-9432

With a copy to: Dean P. Cazenave
KEAN, MILLER, HAWTHORNE,
D'ARMOND, McCOWAN & JARMAN, L.L.P.
Post Office Box 3513 (70821)
Suite 2200, One American Place
Baton Rouge, Louisiana 70802
Telephone: (225) 382-3483
Facsimile: (225) 388-9133

All such notices, requests, consents and other communications shall be deemed to be properly given if delivered personally or, if sent by U.S. Mail, registered or certified, return receipt requested, three (3) business days after the same have been deposited in the United States Mail, addressed and postage prepaid as set forth above or, if sent by Federal Express (or other nationally recognized overnight carrier), the day after delivery to Federal Express (or other nationally recognized overnight carrier) or, if sent electronically, upon verification of receipt.

10.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed by the parties hereto and delivered shall be deemed to be an original, and all such counterparts taken together shall be deemed to be but one and the same

instrument.

10.3 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the internal laws of the State of Louisiana; provided, however, that if any law or laws of the State of Louisiana shall require or otherwise permit the application of the laws of any other jurisdiction, such Louisiana law or laws shall be disregarded with the effect that the remaining laws of the State of Louisiana shall nonetheless be applied. THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN BATON ROUGE, LOUISIANA, FOR ALL PURPOSES.

10.4 Integration; Construction. This Agreement shall comprise the complete of the agreements of the parties hereto and shall supersede all prior agreements, written or oral, pertaining to the subject matter hereof. This Agreement has been drafted with the joint participation of the parties hereto and shall be construed to be neither against nor in favor of either party, but rather shall be construed in accordance with the fair meaning thereof.

10.5 Waivers and Amendments. No amendment, modification, supplement, termination or waiver of any provision of this Agreement, and no consent to any departure there from, may in any event be effective unless in writing and signed by the party or parties affected thereby, and then only in the specific instance and for the specific purpose given. Failure on the part of either party to insist on the strict performance of any of the terms and conditions of this Agreement shall not operate as a waiver of those or any other terms and conditions.

10.6 Attorneys' Fees. Each party to this Agreement shall bear its own legal fees and any and all other expenses relating to the transactions contemplated in this Agreement. If any party institutes any action or proceeding to enforce this Agreement or any provision hereof or for damages by reason of any alleged breach of this Agreement or of any provision hereof or for a declaration of rights hereunder, then the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

10.7 Headings. The table of contents (if any) and headings of the Articles and Sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

10.8 Exhibits. Each Exhibit referred to herein and attached hereto is an integral part of this Agreement and is incorporated herein by this reference.

10.9 Survival of Representations and Warranties. All agreements, representations and warranties contained herein shall survive the execution and delivery of this Agreement and the closing of the transactions contemplated hereby.

10.10 Assignment. Customer may not assign all or any part of this Agreement without the written consent of Detel.

10.11 Interpretation. This Agreement shall be interpreted as if written by both parties

hereto.

10.12 Force Majeure. Performance of any obligation under this Agreement may be suspended by either party, without liability, to the extent that an Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or oot such labor event is within the reasonable control of such party), makes impracticable the performance of this Agreement ("Event of Force Majeure"). Notwithstandiog the foregoing, in no event shall the Customer's inability to pay the Internet Fee be deemed an Event of Force Majeure. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature of the contingency and the estimated extent and duration of the suspension. If any Event of Force Majeure causes either party to this Agreement to suspend performance hereunder for a period in excess of ninety (90) days, the party that has oot suspended performance shall have the option to terminate this Agreement by providing the other party ten (10) days' notice of such termination.

Executed this 24 day of January, 2006.

WITNESSES:

Detel:
DETEL WIRELESS, L.L.C.

By: _____

Printed Name: Daryl Deshotel

Title: CEO

WITNESSES:

Customer:
Jefferson Davis Parish School District

By: Tommy Lee Smith

Printed Name: Tommy Lee Smith

Title: Supt Jefferson Davis Parish School Board

671693_1

ADDENDUM TO INTERNET ACCESS AGREEMENT

THIS ADDENDUM TO INTERNET ACCESS AGREEMENT (this "Addendum") is entered into between DETEL WIRELESS, L.L.C. ("Detel"), and JEFFERSON DAVIS PARISH SCHOOL DISTRICT ("Customer").

BACKGROUND

The parties hereto desire to amend and supplement that certain Internet Access Agreement ("Agreement") dated October 25, 2006, between Detel and Customer, an executed copy of which is attached hereto, all as more particularly set forth in this Addendum. Unless otherwise indicated, capitalized terms used herein and defined in the Agreement shall have the meaning ascribed to such terms in the Agreement.

AGREEMENT

In consideration of the foregoing, and other good and valuable consideration, the parties hereto hereby agree that the Agreement is hereby amended and superceded as follows:

1. Detel and Customer hereby agree to change "Section 2. Fees and Payment" to "will charge Customer a monthly fee of $4,999.00 for 12 Mbps DS3 internet services".

2. Except as amended and modified by this Addendum, the Agreement shall remain in full force and effect. To the extent that the terms of this Addendum conflict with or are inconsistent with the Agreement, this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the 25 day of October, 2006.

DETEL WIRELESS , L.L.C.

By: Travis Franks
Name: Travis Franks
Title: VP of Operations

JEFFERSON DAVIS PARISH DISTRICT

By: Tommy Lee Smith
Name: Tommy Lee Smith
Title: Superintendent

849243-1

WIDE AREA NETWORK AGREEMENT

This Wide Area Network Agreement ("Agreement") is entered into by and between **DETEL Wireless, L.L.C.**, a Louisiana limited liability company, ("Detel") and **Jefferson Davis Parish School District** ("Customer").

BACKGROUND

A Customer desires Detel to provide the Customer wireless wide area network connectivity in 18 locations throughout Jefferson Davis Parish hereto (the "WAN Connectivity").

B. Customer will allow its students, faculty and employees (the "Users") to use the WAN Connectivity.

AGREEMENT

1. Use of WAN Connectivity

Detel shall provide Customer with the WAN Connectivity under the terms and conditions embodied in this Agreement. Customer may not resell or redistribute any portion of the WAN Connectivity to any third party for financial gain. Customer agrees that the use of the WAN Connectivity by the Users will be subject to the terms and conditions hereof. Customer agrees that Customer is fully responsible for the Users' conduct while using the WAN Connectivity, and for any consequences if such individual misuses the WAN Connectivity, violates this Agreement, or accesses material or information which Customer or any User determines as obscene or otherwise objectionable.

2. Fees and Payment

Regardless of whether or not Customer uses the WAN Connectivity, Detel will charge Customer a monthly fee of $699.00 per site times 18 sites for a monthly total of $12,582.00, which shall be paid by Customer on the first day of each month during the term of this Agreement (the "WAN Fee"). The initial installation (one time fee) charge for set-up and installation of all equipment and configuration is $50,382.00. This fee will be billed immediately following the cut-over of services to Detel. Detel will bill and collect for the first and last month's of the contract during the first month of the contract. From time to time, Detel may add or modify certain services relating to the WAN Connectivity, and upon approval by the customer Detel reserves the right to charge Customer additional or different fees for providing such new or modified services to Customer. Customer will also be liable for all attorney and collection fees arising from efforts to collect any unpaid balances on Customer's Account.

3. Term

This Agreement is for a term of five years beginning on the 1st day of July, 2006, and ending at midnight on the 30th day of June, 2011, unless the term is earlier terminated or extended as hereinafter provided. This Agreement shall automatically renew for successive one year periods unless terminated as provided herein. Either party hereto may terminate this Agreement at the end of the respective term by giving the other party thirty (30) days written notice prior to the end of the respective term.

4. Uncensored Internet Access

YOU UNDERSTAND THAT THE WAN CONNECTIVITY MAY PROVIDE CONNECTIONS TO THE INTERNET, AND THEREFORE MAY PROVIDE FULL, UNCENSORED ACCESS TO MATERIALS ON THE INTERNET CREATED AND MAINTAINED BY UNAFFILIATED THIRD PARTIES. DETEL EXERTS NO EDITORIAL CONTROL OVER SUCH MATERIALS, PORTIONS OF WHICH MAY BE CONSIDERED SEXUALLY EXPLICIT, OBSCENE OR OTHERWISE OFFENSIVE. IN NO EVENT SHALL DETEL BE LIABLE TO ANY PERSON OR ENTITY, EITHER DIRECTLY OR INDIRECTLY, WITH RESPECT TO ANY MATERIALS FROM THIRD PARTIES ACCESSED THROUGH THE WAN CONNECTIVITY. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR CUSTOMER'S USE AND THE USERS' USE OF THE WAN CONNECTIVITY AND THE INTERNET GENERALLY. DETEL DISCLAIMS ANY AND ALL RESPONSIBILITY FOR CONTENT CONTAINED IN ANY THIRD PARTY MATERIALS PROVIDED THROUGH THE WAN CONNECTIVITY. CUSTOMER HEREBY AGREES TO INDEMNIFY AND HOLD DETEL HARMLESS FOR ANY AND ALL LOSSES, CLAIMS AND LIABILITIES RELATED TO THE USE OF THE WAN CONNECTIVITY BY CUSTOMER AND THE USERS INCLUDING REASONABLE ATTORNEYS' FEES.

5. Limitation of Liability

DETEL WILL NOT BE RESPONSIBLE TO CUSTOMER, THE USERS OR ANY THIRD PARTIES UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES WHICH CUSTOMER OR ANY USER MAY INCUR IN CONNECTION WITH THE WAN CONNECTIVITY OR THE INTERNET GENERALLY, OR CUSTOMER'S OR ANY USERS' USE THEREOF, OR ANY OF THE DATA OR OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON THE WAN CONNECTIVITY, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF DETEL HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGE OR LOSS. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION.

6. Privacy

Customer understands and agrees that, unless Customer notifies Detel to the contrary in writing, Detel may publish Customer's name and other information in directories which may be accessed by third parties.

7. Indemnity

Customer agrees to defend and indemnify and hold harmless Detel and its officers, directors, employees, affiliates and subsidiaries from and against any and all claims, proceedings, damages, injuries, liability, losses, costs and expenses claims, proceedings (including, without limitation, reasonable attorneys' fees) regardless of the type of claim or nature of the cause of action arising out of or relating to any:

(a) acts by Customer or any User or materials or information transmitted by Customer or any User in connection with the WAN Connectivity;

(b) violation of any Rules by Customer or any User; and

(c) breach of any obligation of this Agreement.

8. Miscellaneous

8.1. Notices. All notices, requests, consents, and other communication required or permitted hereunder shall be in writing and shall be personally delivered, electronically delivered by facsimile or telex or mailed by using U.S. first-class, registered or certified mail, return receipt requested, postage prepaid, to the following addresses or to such other address as the parties hereto may designate in writing:

Customer: Jefferson Davis Parish School District
1628 S. Thibodeaux Road
Jennings, LA 70546
Attn: Helen Atchison
Telephone: (337) 824-6360
Facsimile: (337) 824-8425

Detel: Detel Wireless, LLC
ATTN: Keith Fontenot
10434 Plaza Americana.
Baton Rouge, LA 70816
Telephone: (225) 952-9430
Facsimile: (225) 952-9432

With a copy to: Dean P. Cazenave
KEAN, MILLER, HAWTHORNE,
D'ARMOND, McCOWAN & JARMAN, L.L.P.
Post Office Box 3513 (70821)
Suite 2200, One American Place
Baton Rouge, Louisiana 70802
Telephone: (225) 382-3483
Facsimile: (225) 388-9133

All such notices, requests, consents and other communications shall be deemed to be properly given if delivered personally or, if sent by U.S. Mail, registered or certified, return receipt requested, three (3) business days after the same have been deposited in the United States Mail, addressed and postage prepaid as set forth above or, if sent by Federal Express (or other nationally recognized overnight carrier), the day after delivery to Federal Express (or other nationally recognized overnight carrier) or, if sent electronically, upon verification of receipt.

8.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed by the parties hereto and delivered shall be deemed to be an original, and all such counterparts taken together shall be deemed to be but one and the same instrument.

8.3 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the internal laws of the State of Louisiana; provided, however, that if any law or laws of the State of Louisiana shall require or otherwise permit the application of the laws of any other jurisdiction, such Louisiana law or laws shall be disregarded with the effect that the remaining laws of the State of Louisiana shall nonetheless be applied. THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN BATON ROUGE, LOUISIANA, FOR ALL PURPOSES.

8.4 Integration; Construction. This Agreement shall comprise the complete of the agreements of the parties hereto and shall supersede all prior agreements, written or oral, pertaining to the subject matter hereof. This Agreement has been drafted with the joint participation of the parties hereto and shall be construed to be neither against nor in favor of either party, but rather shall be construed in accordance with the fair meaning thereof.

8.5 Waivers and Amendments. No amendment, modification, supplement, termination or waiver of any provision of this Agreement, and no consent to any departure therefrom, may in any event be effective unless in writing and signed by the party or parties affected thereby, and then only in the specific instance and for the specific purpose given. Failure on the part of either party to insist on the strict performance of any of the terms and conditions of this Agreement shall not operate as a waiver of those or any other terms and conditions.

8.6 Attorneys' Fees. Each party to this Agreement shall bear its own legal fees and any and all other expenses relating to the transactions contemplated in this Agreement. If any party institutes any action or proceeding to enforce this Agreement or any provision hereof or for damages by reason of any alleged breach of this Agreement or of any provision hereof or for a declaration of rights hereunder, then the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

8.7 Headings. The table of contents (if any) and headings of the Articles and Sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

8.8 Exhibits. Each Exhibit referred to herein and attached hereto is an integral part of this Agreement and is incorporated herein by this reference.

8.9 Survival of Representations and Warranties. All agreements, representations and warranties contained herein shall survive the execution and delivery of this Agreement and the closing of the transactions contemplated hereby.

8.10 Assignment. Customer may not assign all or any part of this Agreement without the written consent of Detel.

8.11 Interpretation. This Agreement shall be interpreted as if written by both parties hereto.

8.12 Force Majeure. Performance of any obligation under this Agreement may be suspended by either party, without liability, to the extent that an Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party), makes impracticable the performance of this Agreement ("Event of Force Majeure"). Notwithstanding the foregoing, in no event shall the Customer's inability to pay the WAN Fee be deemed an Event of Force Majeure. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature of the contingency and the estimated extent and duration of the suspension. If any Event of Force Majeure causes either party to this Agreement to suspend performance hereunder for a period in excess of ninety (90) days, the party that has not suspended performance shall have the option to terminate this Agreement by providing the other party ten (10) days' notice of such termination.

Executed this 24 day of January, 2006.

WITNESSES:

Brad Reynolds

Helen Afchison

Detel:
DETEL WIRELESS, L.L.C.

By: Daryl Deshotel

Printed Name: Daryl Deshotel

Title: CEO

WITNESSES:

Brad Reynolds

Helen Afchison

Customer:
Jefferson Davis School District

By: Tommy Lee Smith

Printed Name: Tommy Lee Smith

Title: Supt. Jefferson Davis Parish School Board

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